# LINC VI Rental Assistance Program

Fact Sheet for Clients

September 2015

#### What is the LIVING IN COMMUNITIES (LINC) VI Rental Assistance Program?

The LINC VI rental assistance program helps individuals and families move out of shelter and reunify with host families consisting of friends or relatives ("host families"). The program can help you move from temporary, emergency shelter back to the community as quickly as possible by offering monthly rental assistance payments to stabilize you in housing, living with a host family, for one year, with an annual review to determine renewal. Whether you are renewed will depend upon your current need and performance in the first year of the program.

This new program is now available to help you move out of shelter. Due to available funding, only a limited number of households will be approved to receive LINC VI rental assistance. Consequently, not every household in the shelter system will be able to receive rental assistance.

LINC VI Rental Assistance Program:

- Pays your portion of the rent, if you are eligible and funding is available.
- Can be renewed for up to 5 years so long as funding for the program remains available and you continue to need assistance.

#### How do I apply?

You must complete an application, including identifying a qualified residence and host family to participate in this program. The host family you identify must also complete forms and provide documentation to include with your application. Your case manager, housing specialist, or social worker will help you complete an application and gather necessary documentation.

After you submit your application, HRA and DHS will notify you if any additional documentation or information is needed.

HRA and DHS will determine eligibility based on the following factors on a first come, first served basis:

- You are currently living in DHS or HRA shelter (families with children must have resided in shelter for at least 90 days, be eligible for shelter, and continue to reside in shelter; single adults must currently reside in shelter and have been in shelter at some point between May 1, 2015 and July 31, 2015; and adult families must be eligible for shelter and currently reside in shelter).\*
- Your total household income is not more than 200% of the federal poverty level.
- You have an Active or Single Issue Public Assistance case.
- You have identified a qualifying residence and host family (see requirements for residence below).

\*If you are a family with children and reapply for shelter within ten days of your last stay in shelter, HRA and DHS may waive the requirement that you currently reside in shelter.

Please note that your application will not be accepted or considered if funding for the program runs out or ends.

#### What are the requirements for the residence I want to move to?

The program is only available to households in shelter who are moving in with a host family. The residence you are moving to and the host family must meet the following requirements:

- The host family must include the primary tenant or owner of the residence (your friend or relative).
- The addition of your household to the residence must not create overcrowding in the residence.
- The residence must be evaluated by the City for health and safety issues.
- If your household includes a child under 18, members of the host family must pass an evaluation including a review of ACS records, if any, and a clearance with the Statewide Central Register of Child Abuse and Maltreatment and the New York State Sex Offender Registry.

If the residence or the host family do not meet the above requirements, your application for LINC VI will be denied.

#### How do I renew my rental assistance after my first year in the community?

After your first year, you may receive up to four one-year renewals if:

- Your household has income that does not exceed 200% of the federal poverty level.
- All members of your household who are eligible for PA are in receipt of PA.
- You have participated in ongoing case management activities.

#### How much will I have to pay toward rent?

LINC VI rental assistance will pay your entire portion of rent, up to the amounts listed below, to the primary tenant or owner of the residence (your friend or relative). If you receive LINC VI rental assistance, you will not have to pay any rent.

You **should not** pay rent or other fees, nor should you pay any security deposit or broker's fee. Such payments are called side deals and are **prohibited** under the LINC VI program. If anyone asks you to make such a payment, you should call 311 or 929-221-0043.

#### What is the amount of rental assistance available?

The maximum amount of LINC VI Rental Assistance you may receive depends on three factors:

- Your LINC VI Rental Assistance amount may not be more than your proportionate share of the rent based upon the number of occupants in the apartment. This usually means that your LINC VI Rental Assistance may not be more than the host family's total rent for the apartment divided by the total number of occupants of the apartment (including your household) and multiplied by the number of people in your household.
- 2. Your LINC VI Rental Assistance amount may not be more than the maximum rents based on household size listed in the chart below.

LINC VI Rental Assistance Program Chart				
Household Size	1 or 2	3 or 4	5+	
Maximum Rent	\$650	\$750	\$1,000	

3. If the primary tenant or owner (your friend or relative) is in receipt of public assistance, your total LINC VI Rental Assistance amount may not be more than the primary tenant or owner's total payment obligation for the residence minus the primary tenant or owner's public assistance shelter allowance.

Maximum Rent Examples:

Example 1:		Example 2:	
Household size	2	Household size	2
Host Family size	3	Host Family size	3
Host Family's rent	\$1000	Host Family's rent	\$2000
Max LINC household rent	\$400 (2/5 of host family's rent)	Max LINC household rent	\$650 (max rent for household of 2)

Please note that the primary tenant or owner (your friend or relative) is not allowed to charge you any additional rent, or charge you extra for heat and hot water. For your protection, you should not agree to any side deals. You should immediately inform DHS or HRA about any such requests by calling 311 or 929-221-0043.

All agreements are between you and the primary tenant or owner (your friend or relative), and the City is not a party to any lease or rental agreement.

#### Can LINC VI help me move to my own apartment?

After you move in with your host family, you may be eligible to move to your own subsidized apartment if you meet the eligibility requirements for another LINC program, CITYFEPS or SEPS, except that you no longer live in shelter. See below for instructions on how to receive help once you move out of shelter.

#### What help can I receive once I leave shelter?

Once you leave shelter, you will receive ongoing support services.

- If you left a DHS shelter, call 929-221-0043 or 311 to find your local Homebase homelessness prevention office.
- If you left an HRA shelter, call 929-221-7270 for more information.

The information in this pamphlet provides a general overview of the LINC VI Rental Assistance program. It is not intended to provide full details concerning the program.



Bill de Blasio Mayor Human Resources Administration Department of Social Services

Steven Banks Commissioner Department of Homeless Services

Gilbert Taylor Commissioner Form W-137A (page 1) (LDSS-3815) LLF Rev. 8/28/12



Human Resources Administration Department of

Date:	
Case Number:	
Caseload:	
Center:	
Worker Telephone No.:	
FH&C Telephone No.:	

#### Request for Emergency Assistance, Additional Allowances, or Adding a Person to the Case (For Participants Only), or Adding a Person to an Active Cash Assistance Case

Please fill out this form if you need emergency assistance, additional allowances, or to add a person to the case. **Remember:** 

(1) You may be asked for proof of what you tell us. If you have trouble obtaining proof, your Worker must help you.

(2) You may still need to see your Worker. If you do, you will be given an appointment.

#### SECTION I: EMERGENCY ASSISTANCE

The type of emergency assistance I am requesting is:

#### The reason I need emergency assistance is:

SECTION II: ADDITIONAL ALLOWANCES I am requesting the following allowance(s) for special need(s):

Back rent	Additional allowance for fuel
Repair of essential household items	Additional allowance to maintain or restore utility service
Back mortgage and/or taxes	Property repairs
Pregnancy allowance	$\square$ Replacement of clothing lost as a result of a disaster
Restaurant allowance because I cannot prepare meals	such as homelessness or fire
where I am living	Other:
Burial allowance – you or your duly authorized	
representative must apply for this allowance at the	
Burial Claims Unit	
25 Chapel Street, Room 606 Brooklyn, NY 11201	
Telephone: (718) 473-8310	

(Worker: Scan and Index this completed form and give the signed original back to the participant.)

#### SECTION II: ADDITIONAL ALLOWANCES (Continued)

I am requesting the following allowance(s) for spec	al need(s):	
Expenses related to moving:		
Moving expenses	New Address:	
Security deposit/agreement		
Broker's/finder's fee/voucher	City State Zip Code	
Furniture and other household items	When did you move?New rent: \$	
Storage of furniture and personal belongings		
	Primary tenant's name:	
	Address:	
	(include apt. no.)	
	City State Zip Code	
Storage of furniture and personal belongings	Landlord's name: Primary tenant's name: Address: (include apt. no.)	

#### SECTION III: WORK ACTIVITY-RELATED SUPPORTIVE SERVICES I am requesting the following supportive services:

- Clothing for participants in job search activities who Child care allowance within approved limits, if needed have exceptional circumstances, such as homelessness Necessary public transportation or a recent fire and lack of appropriate clothing Other work activity-related supportive services: Activity/engagement-related licensing, uniform or durable
- goods fee within approved limits, upon submission of documentation certifying the need for such items

#### WEP agencies and/or contractors are responsible for providing necessary safety equipment or job-related clothing for their participants.

Necessary supportive services will be provided when you begin a work activity. If your needs change or if you are not receiving a needed service, you should apply for an additional allowance.

SECTION IV: ADD PERSON TO CASE If you do not have all this information, you can still submit this form to your Worker. I want to add the following person(s) to my cash assistance case:					
New Baby	Name:				
$\Box$ Child entered home	Date moved in/returned:				
Child under 18 years of age (whose immigrant status has changed since my last application/recertification)	Date of Birth:				
Spouse/Adult living with me who has not previously applied (this person must complete an application to	Social Security Number (if known):				
receive assistance)	Name:				
Spouse who previously applied and was denied because immigration status and his/hers status have	Date moved in/returned:				
changed now (this person does not need to complete another application/recertification)	Date of Birth:				
Myself/Adult payee to the case Social Security Number (if known):					
Other	Name:				
	Date moved in/returned:				
C Other	Date of Birth:				

Social Security Number (if known):

Participant's Signature

Date of Request

Time of Request



Date:	
Case Number:	
Case Name:	
Center:	

#### **Security Voucher**

The Human Resources Administration (HRA) no longer issues cash security deposits. Instead, the Agency is issuing this Security Voucher. This voucher guarantees that HRA will pay up to the equivalent of one month's rent if it is verified that the tenant who occupied the apartment failed to pay his/her rent and/or caused damages to it. The landlord must submit proof of the unpaid rent and/or damages along with the Landlord's Claim For Security Voucher Payment (on the back page) within three months after the tenant has vacated the apartment. The Agency will only make a payment if the claim is submitted within three months after the tenant has vacated the apartment and a review of the documentation submitted by the landlord confirms that the tenant failed to pay his/her rent and/or damaged the apartment. This Security Voucher will not be honored until the front and back pages have been completed, signed, notarized, and returned to HRA.

This Security Voucher is issued by the New York City Department of Social Services (NYCDSS), having its principal offices at 180 Water Street, New York, NY 10038, to:

City:	State:	Zin:	
City:	Sidle.	Zip:	

as Landlord of the premises to be rented to the participant/tenant located at: (include proof of ownership):

Address:			
		A	Apt
City:	State:	Zip:	

regarding the participant/tenant listed below:

Participant/tenant:

This Security Voucher is being issued pursuant to Social Services Law Sec. 143-c and 18 NYCRR 352.6 and 381.3, to secure the landlord against non-payment of rent and/or damages as a condition of renting the above-identified premises ("Premises") to the above-named Cash Assistance participant/tenant ("Participant/Tenant"). A claim for the payment of this Security Voucher by the landlord must be made after, and within three months of, the participant/tenant vacating the premises. The claim must be made by the full completion and execution of the Claim on page two of this form and cannot exceed the amount of the Tenant's monthly rent which is \$\_\_\_\_\_.

Landlord, please acknowledge your acceptance of the Security Voucher in lieu of a cash security deposit by signing this form below:

Landlord's/Authorized Agent 's Name (print):	_
Landlord's/Authorized Agent's Signature:	
For HRA Use Only:	
Supervisor's Name (Print):	-
Supervisor's Signature:	Date:
Control Unit Supervisor's Name (Print):	-
Control Unit Supervisor's Signature:	Date:
Control Unit Authorization #:	

	Land	lord's Claim	for Se	curity \	/ouche	er Payn	nent		
I (we), the Land	lord(s) of the premises	described on pag	ge 1 of th	is form, ce	ertify that				
				<b>.</b> .			nt/participant r		
has vacated the	apartment located at	address		Apt	on or	about	te	and oc	cupied the
apartment withir	n three months prior to	the date of this c	ertificatio	n.					
I hereby reques	t that the security vouc	cher be paid to me	e for the r	eason spe	cified be	low:			
Пт	enant/Participant defa	lited on payment	of rent fo	r				(provide	court
	udgment, stipulation, la			·	Мо	nth/Year			ooun
	enant/Participant caus amage[s]: e.g., photog					Describe a	and also incl	ude proof of	
"I,	,	hereby swear/affi	rm, undei	r penalty o	f perjury,	, that the i	nformation I	have given	above is
true and compl		,	,	, ,	1 3 3			5	
		(Signature of Lar	ndlord or	Office of C	Corporatio	on)			
		(Print Name)							
Subscribed and	d sworn to/affirmed be	fore me this						(Date)	
								_ (Signature	e)
	ha fallowing itama alar	with this claim f						_ (Notary S	eal)"
	he following items alor ownership (of the prer	-	onn.						
docume	ntation of unpaid rent (	e.g., court judgm							to verify the
damage	(s) to the apartment ar	nd the cost of repa	airs (e.g.,	photograp	ohs, estin	nates, rec	eipts for rep	airs, etc.)	
Please send cla	aim to: Office of	of Central Proces	ssing						
		ox 02 – 9121 yn GPO	•						
		yn, NY 11202-99 <sup>°</sup>	14						
For Office of C	Central Processing u	ise Only							
Case Name:		Last:				F	irst:		
Pick-up Code:	:		_						
Special Roll –	-1			Job Cente	er:				
Case Number			_	Suffix:					
Date Form Pro	epared:/ Amount	/ From:		Authoriza To:	tion Nun	nber	Re	stricted Indic	ator
Issuance Code	Dollars Cents	Month Day	Year	Month	Day	Year	, inclusion of the second seco		
Print Dollar Amou						Dollars			Contr
Ontional Fields						_ Donars			Cents
Optional Fields	(Block Print Only)								
	City.			Sidle.		۲ıр			
Authorized Signatu	re			Print Na	me				
Title:						Date:			
OCP Control Cl	erk:					Date:			
OCP CRT Oper	ator:					Date:			



# LINC VI (Friends & Family) Rental Assistance Program – CLIENT HANDOUT

In order for you to be eligible for LINC VI, DHS has criteria for any friends or family members you identify to be your "host family." Below are the steps you should take and the information you should share with any friends or family members you identify.

- **<u>STEP 1</u>**: Read the information below, under STEP 3, regarding criteria.
- **STEP 2**: Think about friends or family members who might be willing to have you move in if the City of New York pays your share of the rent.
- **STEP 3:** Talk to friends or family members about the criteria below to make sure they understand what will happen as part of the LINC VI application process.

#### A. Statewide Central Register for Child Abuse and Maltreatment (SCR) Clearance

You must share with your friends or family that all adults living in a host family's apartment/house must do the following:

- Sign a consent form allowing ACS to run a check to see if anyone in the home has ever had an indicated case for child abuse or neglect.
  - An "indicated" case means that after investigating a case, ACS found evidence that a child was abused or neglected. DHS will only receive information about "indicated" cases.
  - An "unfounded" case means that ACS did not find evidence that a child was abused or neglected.
- If your friends or family members have had an indicated case for <u>physical or sexual abuse of a child</u> within the past five (5) years, they cannot be a host family for LINC VI.

#### B. Sex Offender Registry Check

- DHS will check the names of every adult in the household to see if anyone is a registered sex offender. This information is publicly available online.
- If anyone in the household is a Level 2 or Level 3 registered sex offender, they cannot be a host family for LINC VI.

#### C. Life Safety Inspection and Overcrowding Assessment

- An inspector from DHS will go to your friend's or family member's home to make sure that:
  - There are no unsafe conditions (such as exposed wires, nonworking smoke and carbon monoxide detectors, broken windows, etc.); and
  - The home will not be overcrowded if you and your child(ren) move in.
- The inspector will also ask your friend or family member questions about who lives in the home and where people sleep to make sure there's enough room for everyone.

#### D. IRS Form W-9

• Your friend or family member who is the primary occupant (person whose name is on the lease or deed) will need to complete an IRS Form W-9. <u>LINC VI rent payments are paid directly to the primary occupant and will be considered taxable income</u>.



Mayor

Human Resources Administration Department of Social Services

Steven Banks

Commissioner

Department of Homeless Services

Gilbert Taylor Commissioner

# LIVING IN COMMUNITIES (LINC) VI Rental Assistance Program Application

#### Applicant Information

LINC VI Applicant Name:			
PA Case Number:		ES Case Number:	
Shelter Name:			
Shelter Address:	Apt #:	Borough:	Zip:

#### **Applicant Household Information**

	First Name	Last Name	Relationship to Applicant	Gender	DOB (MM/DD/YY)
1.			Self		
2.					
3.					
4.					
5.					
6.					
7.					
Hact	Posidonco Infor	mation	·	·	•

#### Host Residence Information

Primary Occupant Name:	Cash Assistance Case Number (if applicable):			
Host Residence Address:	Ар	t #:	Borough:	Zip:
# of Bedrooms:	Is residence subsidized housing (e.g	g., NYCHA	A, Sec 8, or FEPS)	? Yes 🗌 No 🗌
# of Current Occupants:	Primary Occupant's Monthly Payme	nt Obligat	ion for the Residen	ice: \$
Is the unit rent stabilized or rent con-	rolled? If yes, what is the I	legal rent?		

#### Host Family Information

	First Name	Last Name	Relationship to Primary Occupant	<u>Gender</u>	DOB (MM/DD/YY)	Room Description (e.g., BR 2, LR)	Bedding Type (e.g., queen, air mattress)
1.			Self				
2.							
3.							
4.							
5.							
6.							
7.							

#### **Required Documents**

I have attached the following required documents to be considered with my application:

Program Applicant Statement of Understanding

Primary Occupant Statement, including:

proof of primary occupant's ownership or tenancy;

completed IRS Form W9; and

LINC VI Host Family Authorization for Clearance and Release of Information

HRA Form W-137A, Request for Emergency Assistance

HRA Form W-147N, Security Deposit Voucher Form (if Primary Occupant agrees to host me for one year)

#### Certification

I declare under penalty of perjury that all documents submitted and statements made on this application are correct and complete to the best of my knowledge. I certify that by signing this application I agree to an investigation conducted by the New York City Human Resources Administration and the New York City Department of Homeless Services to verify or confirm the information I have submitted, and determine my eligibility for the LINC VI Rental Assistance Program.

Signature of Applicant	Date	Phone Number		
OFFICIAL USE ONLY – DO NOT fill out section below:				
Application Received:	LINC VI Application #:	Initials:		



Human Resources Administration Department of Social Services

Steven Banks Commissioner Department of Homeless Services

Gilbert Taylor Commissioner

# LIVING IN COMMUNITIES (LINC) VI RENTAL ASSISTANCE PROGRAM <u>Program Applicant Statement of Understanding</u>

Program Applicant Name: \_

Under the LINC VI Rental Assistance Program (the "LINC VI Program" or "Program"), the City of New York ("City") will pay your monthly rent if you are eligible and move into a residence to share with a household of your relatives or friends. The City will pay your rent directly to the member of the household primarily responsible for the monthly payment obligation for the residence ("Primary Occupant"). The amount the City will pay to the Primary Occupant is called the "LINC VI Rent Payment."

# If I am found eligible for the LINC VI Program, I make the following commitments as a condition of my participation in the Program:

- 1. I understand that the City will identify the approved amount of my LINC VI Rent Payment in my notice of eligibility. The amount of my LINC VI Rent Payment will not change during my first year in the Program, regardless of changes in my family composition.
- 2. I understand that the City will pay the LINC VI Rent Payment directly to the Primary Occupant on a monthly basis for the first year of the LINC VI Program, so long as I continue to reside in the residence.
- 3. I understand that if funding is available and I am found eligible for a second year and any subsequent years of the Program, the City will pay the LINC VI Rent Payments to the Primary Occupant on a monthly basis during any years I am found eligible, subject to the availability of funding for the Program and so long as I continue to reside in the residence.
- 4. I understand that if funding for the Program remains available, and if I am renewed, my LINC VI Rent Payment for the second and any subsequent years, will be based on my family size and shall not exceed the difference between the Primary Occupant's payment obligation for the residence and the Primary Occupant's Public Assistance shelter allowance, if any. I further understand that the LINC VI Rent Payment

for the second and any subsequent years shall not exceed my household's proportionate share of the rent for the entire residence. Once the City determines my LINC VI Rent Payment for any given year of the Program, that amount will be fixed for that year of the Program, regardless of changes in my family composition. I understand that if funding is available and the City finds me eligible for a second and any additional years of the Program, the LINC VI Rent Payment during such years may be different than the amount the City pays during my first year or any other year.

5. I agree to file for all work supports for which I am entitled. These work supports include public benefits and tax credits, such as the Earned Income Tax Credit (EITC), the Child Tax Credit (CTC) and the Child Care Tax Credit (CCTC).

- 6. I understand that if I am found eligible to move to another residence during participation in the LINC VI Program, the amount of the LINC VI Rent Payment may be adjusted.
- 7. I understand that I will receive keys to the residence from the Primary Occupant.
- 8. I understand that, for so long as the City pays LINC VI Rental Assistance Payments to the Primary Occupant, if asked by the Primary Occupant for additional monies, goods or services for the housing above the LINC Rent Payment, or for a security deposit or broker's fee, I am under <u>no obligation</u> to pay these additional monies. I further understand that if asked for additional monies, goods or services I will report such request to the City by calling 311 or 929-221-0043. I am not obligated to pay the Primary Occupant, the landlord, the managing agent, the super or any broker <u>any</u> rent or fees for so long as the City pays LINC VI Rental Assistance Payments to the Primary Occupant.
- 9. I understand that the Primary Occupant is responsible for all utilities.
- 10.I understand that I must notify the New York City Human Resources Administration (HRA) of any change in my address.
- 11.I understand that I must immediately notify HRA if any new person moves into the residence by calling HRA at 929-221-0043.
- 12.I understand that the City will not make LINC VI Rent Payments if residing with the host family in the residence poses a risk to the health, safety, or welfare of the household. I understand that all members of the host family may be subject to clearance with the Statewide Central Register of Child Abuse and Maltreatment and the New York State Sex Offender Registry.
- 13. I understand that I must seek all appropriate services as necessary to preserve my tenancy, including, but not limited to, job placement, mediation with the Primary Occupant, financial counseling and anti-eviction services.
- 14. I understand that the City may request that I repay some or the entire monthly LINC VI Rent Payment in accordance with State and City regulations and policies that permit recovery or recoupment of Public Assistance grants that are overpaid or paid in error or as a result of inaccurate, misleading or incomplete information submitted by a Public Assistance applicant or recipient.
- 15. I understand that if I fail without good cause to move into the residence, I may be required to repay any prepaid LINC VI Rent Payments by the City to the Primary Occupant for the residence, or have such amounts recouped from my Public Assistance grant.
- 16.I will cooperate fully with the City in its administration of the LINC VI Program.
- 17.I understand that LINC VI Rent Payments may end if I leave my approved residence unless the City has approved in advance my move into another approved residence.
- 18.I understand that, if funding remains available, HRA will determine if my household is eligible for one year renewals in the LINC VI Program. I understand that I need to cooperate fully with HRA in the renewal process.
- 19.1 understand that these are the requirements for annual renewals of LINC VI, subject to the availability of funding:

- My household must not have total gross income that exceeds 200% of the federal poverty level.
- All members of my household eligible for Public Assistance must receive Public Assistance.
- Where such activities are made available, I must have engaged in case management activities related to employment and other benefits and services.
- I have otherwise complied with my obligations under the LINC VI Program.
- 20.I understand that the City is implementing the LINC VI Program in order to provide assistance to eligible families, including rental assistance of specified amounts, but that the Program is subject to and contingent upon funding appropriations. I further understand that the City is not providing a payment guarantee of any kind to any person or entity and is not entering into any contract or lease with, nor making any promise to, me, the Primary Occupant, or any other person or entity in connection with the Program.
- 21. I understand that the Case Manager or Housing Specialist signing below is signing solely in order to make the confirmation specified above his/her signature. As stated in paragraph 20, the City is not providing a payment guarantee of any kind to any person or entity and is not entering into any contract or lease with, nor making any promise to me, the Primary Occupant, or any other person or entity in connection with the Program.

#### Required Signatures

### I have read and understand my obligations under this Program Participant Statement of Understanding.

Date Household Member Signature

Date Household Member Signature

I confirm that all present household members have verbalized their understanding to the agreements outlined in this document, and that all household members have signed and received a copy of this agreement.

Date Case Manager or Housing Specialist



Mayor

Human Resources Administration Department of Social Services Steven Banks

Commissioner

Department of Homeless Services

Gilbert Taylor Commissioner

#### LIVING IN COMMUNITIES (LINC) VI Primary Occupant Statement

Primary Occupant's Name:	LINC Program Applicant Na	me:
Cash Assistance Case Number (if applicable):	Address:	
		Apt #:
Address:	Borough:	Zip:
Apt #:	-	-
Borough: Zip:		

NY (City) (Zip) (State)

and the following individuals, including myself, currently occupy this residence:

	First Name	Last Name	Relationship to Primary	<u>Gender</u>	<u>DOB</u> (MM/DD/YY)	Room Description	<u>Bedding Type</u> (e.g., queen,	
-			<u>Occupant</u>			<u>(e.g., BR 2, LR)</u>	<u>air mattress)</u>	
1.			Self					
2.								
3.								
4.								
5.								
6.								
7.								
		e owner 🗌 tenant   lare that I currently p	. ,	(# of be	drooms)			
I declare that the residence is is not (check one) subsidized housing (e.g. NYCHA, Section 8, FEPS apartments).								
I declare that the residence is is not is not (check one) a rent controlled apartment.								
l de	clare that the resid	dence is 🗌 is not	(check one)	a rent stabi	lized apartment	i.		
I do also declare that I intend to permit and his/her household to share this living (name of LINC Program Applicant)								
spa	ce with me for a te	erm of: One year				cify):	•	
I wi	will be charging \$ per month ("Rept") for providing this bousing (beat/bot water/utilities included) Attached is a							

I will be charging \$ \_\_\_\_\_ per month ("Rent") for providing this housing (heat/hot water/utilities included). Attached is a copy of my lease, deed, or other documentation demonstrating that I am a legal tenant or owner of this residence, and any documentation attesting to rent stabilization or rent control, if applicable.

I understand that all occupants of the residence may be subject to clearance with the New York City Administration for Children's Services (ACS), the Statewide Central Register of Child Abuse and Maltreatment (SCR) and the New York State Sex Offender Registry. I further understand that the results of such clearances may be shared with the Program Applicant. Attached is a completed LINC VI Host Family Authorization for Clearance and Release of Information signed by all adult occupants of the residence.

I understand that if the Program Applicant's family has child / ACS welfare involvement (e.g., court ordered supervision, preventive services), ACS or a provider agency will continue to provide services, which may include periodically visiting your residence.

I understand that under the LINC Program, the City of New York ("City") will pay the Rent directly to me, the Primary Occupant, each month so long as the Program Participant remains eligible, continues to reside in the residence, and funding for the program remains available.

I understand that I am prohibited from raising the Rent for one year from the effective date of the rental agreement, regardless of changes in household composition or changes to my Public Assistance case, if any, or my actual payment obligation for the residence. I understand that I am not permitted to request any additional payments, fees, or services from the household for the housing. If I demand, request or receive any monies, goods or services, I will be barred from further participation in any HRA rental assistance programs and may be barred from other rental assistance programs administered by the City of New York. Such payments, fees, and services are "side deals," and are strictly prohibited

I understand that this arrangement is to be considered a shared living situation for Supplemental Nutrition Assistance Program (SNAP) budgeting purposes. As such, there may be a reduction in my monthly SNAP benefits.

I further understand that if I am in receipt of cash assistance and my shelter allowance changes, LINC Rental Assistance payments may affect my cash assistance case, and that it is my responsibility to consult with any and all agencies from which I receive public benefits to report my receipt of LINC funding and to determine any effects such receipt might have.

I understand that I must notify the City **prior to any new person moving into the residence** by writing to LINC Rental Assistance Programs, 150 Greenwich Street, 36th Floor, New York, NY 10007, or immediately upon the new person moving into the residence, if prior notice is not possible, by calling **929-221-0043**.

I understand that I must notify the City by writing to LINC Rental Assistance Programs, 150 Greenwich Street, 36th Floor, New York, NY 10007 within five (5) business days of any of the following:

- the Program Participant leaves the residence due to an eviction or move;
- any legal proceeding is commenced affecting the LINC Program Participant's occupancy; or
- the Primary Occupant changes.

I understand that the City is not providing a payment guarantee of any kind to any person or entity and is not entering into any contract, lease, or rental agreement with, nor making any promise to the Program Participant, me, or any other person or entity in connection with the LINC Program. I further understand that the Program is subject to and contingent upon funding appropriations.

I have read and understand my obligations under this Primary Occupant Statement and declare under penalty of perjury that the information I have given on this form is correct and complete to the best of my knowledge. I will cooperate fully with the City in its administration of the LINC Program.

Signature of Primary Occupant

Telephone

Date



Mayor

Human Resources Administration Department of Social Services

Steven Banks

Commissioner

Homeless Services

Gilbert Taylor Commissioner

Department of

### LINC VI HOST FAMILY AUTHORIZATION FOR CLEARANCES AND RELEASE OF INFORMATION

Primary Occupant: PRINT NAME►	Social Security Number:
Primary Occupant Address:	

#### AUTHORIZATION FOR STATE CENTRAL REGISTER CLEARANCE AND ACS RECORD REVIEW

By signing this form, I voluntarily consent for the New York City Administration for Children's Services (ACS) to conduct a clearance of my name with the New York State Central Register of Child Abuse and Maltreatment (SCR). I further consent for ACS to conduct a review of records ACS maintains under my name and the name(s) of my child(ren), including child protective services (CPS) records, foster care records, and preventive services records. I understand that ACS will provide such clearance and records information to the New York City Department of Homeless Services (DHS).

#### HOST FAMILY INFORMATION (INCLUDE ALL NAMES YOU ARE OR HAVE BEEN KNOWN BY)

	First Name	Last Name	<b>Relationship to Primary Occupant</b>	Gender	DOB
1.			Self		
2.					
3.					
4.					
5.					
6.					
7.					

# AUTHORIZATION FOR RELEASE OF INFORMATION RELATED TO SCR CLEARANCE, ACS RECORDS AND PUBLIC ASSISTANCE

In connection with my participation in the LINC VI Program, I authorize the New York City Human Resources Administration (HRA), ACS, and DHS to disclose information as set forth on this form:

In accordance with federal and New York State law, I understand that:

1. The confidentiality of my records and those of my children is protected under federal and/or state law and regulations.

2. Signing this authorization is voluntary. My cash assistance application, eligibility, or continued receipt of benefits is not conditioned upon my authorization of this disclosure.

3. I understand that any confidential information disclosed based on this authorization may be re-disclosed by the recipient and the confidentiality of such information may no longer be protected by federal or state law.

4. I authorize the release of the following information:

 $\Box$  the status of my cash assistance case, if any;

 $\Box$  my cash assistance case number, if any;

 $\Box$  the amount of my monthly cash assistance shelter allowance, if any;

□ information contained in records ACS maintains under my name and the name(s) of my child(ren), including child protective services (CPS) records, foster care records, preventive services records; and

 $\Box$  the existence of any indicated (i.e., substantiated) reports of child abuse or maltreatment for which I am the subject and information related to any such reports.

5. I authorize HRA, ACS, and/or DHS to release the above referenced information to \_

(LINC VI Program Applicant)

6. I have the right to revoke this authorization at any time by writing to:

LINC Rental Assistance Programs NYC Human Resources Administration 150 Greenwich Street, 36<sup>th</sup> Floor New York, NY 10007

I understand that I may revoke this authorization except to the extent that: (1) action has already been taken based on this authorization or (2) the information negatively affects the applicant and the agencies need to use the information to defend an administrative appeal by the applicant and any resulting litigation.

7. I consent for ACS and ACS provider agencies to access my home on all active ACS cases.

8. I understand that this authorization will expire at the conclusion of the above-identified LINC VI Program Applicant's participation in the LINC program or when the LINC VI Program Applicant moves out of my home, whichever is earlier, except that where the information negatively affects the applicant and the agencies need to use the information to defend an administrative appeal by the applicant and any resulting litigation, the expiration shall not expire until the conclusion of such appeal and resulting litigation.

I affirm that all information provided above is accurate and true.

	Date:
Signature of Primary Occupant	
	Date:
Signature of Occupant Eighteen Years Old or Over	
	Date:
Signature of Occupant Eighteen Years Old or Over	
	Date:
Signature of Occupant Eighteen Years Old or Over	

# LINC VI Rental Assistance Program

Fact Sheet for Host Families

March 2015

### What is the LIVING IN COMMUNITIES (LINC) VI Rental Assistance Program?

The LINC VI rental assistance program helps families with children move out of shelter and reunify with host families consisting of friends or relatives ("host families"). The City will pay rent to you on behalf of your friends or relatives (the "LINC family") for up to five years so long as funding for the program remains available and the LINC family continues to live with you and be eligible for the program.

# How do I host a LINC family?

First, you and the LINC family must agree to live together in your residence.

**Second**, the LINC family will provide you with a form called a "Primary Occupant Statement," which asks for information about you and the other people who currently live with you and explains the terms of the program. Along with this form, you will need to submit:

- Proof of ownership or tenancy (a deed or a lease)
- An executed IRS Form W9
- Signed consent forms authorizing the City to conduct the clearances described below

Third, the City will perform clearances on the current occupants of your residence to determine whether living with the host family poses a risk to the safety of the LINC household. This clearance will include reviewing any records maintained by the New York City Administration for Children's Services (ACS), and checking the Statewide Central Register for Child Abuse and Maltreatment (SCR) and the New York State Sex Offender Registry The City will also contact you to schedule an evaluation of your residence to make sure it is not overcrowded, and that there are no safety concerns.

**Finally**, when the LINC family's application has been approved, the LINC family will move in with you. At the time of move-in, the City will pay you the pro-rated current month's rent and the first month's rent. The City will also give you a security deposit voucher if you have agreed to host the LINC family for at least one year. After that, you will receive monthly rent checks from the City.

### How much can I charge for rent?

The maximum rent you can charge for hosting the LINC family depends on three factors:

- 1. The rent may not be more than the LINC family's proportionate share of the rent for your entire residence. This usually means that the rent can't be more than half of the total rent for the residence.
- 2. The rent may not be more than the maximum rents based on LINC family size listed in the chart below.

LINC VI Rental Assistance Program Chart					
LINC Family Size	1 or 2	3 or 4	5+		
Maximum Rent	\$650	\$750	\$1,000		

3. If you receive public assistance, the rent may not be more than your rent obligation for the residence minus your public assistance shelter allowance.

Maximum Rent Examples:

Example 1:		Example 2:	
LINC Family size	2	LINC Family size	2
Host Family's rent	\$1000	Host Family's rent	\$1500
Max LINC household rent	\$500 (half of host family's rent)	Max LINC household rent	\$650 (max rent for family of 2)

The rent includes heat, hot water and utilities. Since the City is paying the LINC family's rent, you may not ask the LINC family to pay you anything for housing. "Side deals" are strictly prohibited.

All agreements are between you and the LINC family and the City is not a party to any lease or rental agreement.

#### How long does the program last?

- Once your LINC family moves in, you will receive one year of monthly rental assistance payments.
- Before renewing any participant for any subsequent year in the program, we will ensure the LINC family meets renewal requirements and recalculate the amount of rental assistance payments. Renewal requirements include:
  - Compliance with LINC program requirements
  - Income at or below 200% of the federal poverty level.
- Please note rental assistance payments are contingent upon the availability of funding for the program.

#### What help can I receive once the LINC family moves in?

Once the LINC family moves in, they will receive ongoing support services. In addition, if the LINC family has ACS involvement, ACS or a provider agency will continue to provide services to the LINC family, which may include periodically visiting your residence.

If issues arise, you can contact the HRA Rental Assistance Call Center Monday-Friday from 9am to 5pm at 929-221-0043 or connect with your local Homebase office by calling 311.

The information in this pamphlet provides a general overview of the LINC VI Rental Assistance program. It is not intended to provide full details concerning the operation of the program.



Bill de Blasio Mayor Human Resources Administration Department of Social Services

Steven Banks Commissioner Department of Homeless Services

Gilbert Taylor Commissioner

# LINC VI Rental Assistance Program

Frequently Asked Questions - for Families with Children Shelter Providers

#### March 2015

# **Questions Related to the Client**

# What if a client has been in shelter less than 90 days? Shelter providers can work with clients to start exploring LINC VI as an exit plan at any time; however, DHS will not approve any applications submitted for clients who have been in shelter less than 90 consecutive days.

2. If a client already has a LINC I, II, III, IV, or V certification letter, can the client still be eligible for LINC VI?

Yes, as long as the client submits the LINC VI application, is found eligible, and funding remains available, the client may exit shelter with LINC VI.

# 3. What is the client contribution for LINC VI?

There is <u>no</u> client contribution for LINC VI. DHS will review the requested rent amount to ensure it is within the allowable limits and HRA will make rent payments directly to the primary occupant.

# 4. If a client applies for LINC VI and is found ineligible, can the client reapply?

Yes, a client may reapply at any time and may be found eligible if the reason for ineligibility has been remedied. For instance, if a client was found ineligible because the identified a host family residence posed a risk to the health, safety, or welfare of the client's household, the client can reapply after identifying a different host family residence. However, LINC VI subsidies will be available so long as funding for the program remains, and a prior ineligible application does not guarantee there will be funding for a subsequent application.

### 5. Can LINC VI be renewed?

LINC VI can be renewed for up to five (5) years if funding for the program remains available and the client meets renewal requirements, including compliance with LINC program requirements.

6. Is the HRA furniture allowance available for LINC VI clients? Yes, LINC VI clients may receive a furniture allowance from HRA for the purchase of beds and dressers.

# **Questions Related to the Primary Occupant / Host Family**

- 7. Why does the primary occupant have to complete an IRS W9 form, and what are the implications? The primary occupant must submit a completed IRS Form W9 because LINC VI rent payments are paid directly to the primary occupant and are considered taxable income.
- 8. Can a primary occupant participate in LINC VI if he/she does not have a social security number or individual tax identification number?

No. LINC VI requires the primary occupant to complete IRS Form W9, providing either a social security number or an individual tax identification number. As such, a primary occupant that does not have a social security number or an individual tax identification number will not be approved for the program.

### 9. Who can get an individual tax identification number?

The IRS issues individual tax identification numbers to people who do not have, and are not eligible to obtain, a Social Security number. For more information, visit the IRS website at <a href="http://www.irs.gov/Individuals/General-ITIN-Information">http://www.irs.gov/Individuals/General-ITIN-Information</a>.

### 10. Why is an SCR clearance of all host family members required?

DHS is concerned about the safety of client families and their children. A clearance with the Statewide Central Register of Child Abuse and Maltreatment (SCR) will help DHS determine whether the host family's residence is safe and appropriate.

# 11. Why is a sex offender registry check of all host family members required?

DHS is concerned about the safety of client families and their children. A sex offender registry check will ensure that LINC VI families with children do no move to a residence that includes a Level 2 or 3 sex offender.

# 12. What happens if a member of the primary occupant's household does not consent to an SCR clearance or sex offender check?

Without consent from all members of the primary occupant's household 18 and over (and on behalf of all children under 18), the primary occupant's family will be excluded from participating as a host family for a client with LINC VI. This information is included in the *LINC VI Primary Occupant Statement*, as well as in the *LINC VI Fact Sheet for Host Families*. Even so, it is still important for the DHS client and shelter staff to discuss these requirements with the primary occupant.

#### 13. Can LINC VI be used to move in with a host family who has a subsidized apartment? No. Most subsidized housing programs, such as NYCHA, Section 8, and FEPS have tenancy rules that may not permit a LINC VI client to move into the residence.

# 14. What is a Life Safety inspection?

This is an inspection performed by DHS to make sure the host family's residence is safe. DHS inspectors will review an apartment to determine whether certain standards are met, including whether windows work and are in good condition, whether window guards are in place, whether there is clean running hot and cold water, whether there are exposed wires, whether working smoke and carbon monoxide detectors are installed. This is not the same as an inspection based upon Section 8 Housing Quality Standards (HQS).

# 15. What is an overcrowding assessment?

This is an assessment performed by DHS and happens along with the Life Safety inspection. The purpose of the overcrowding assessment is to make sure that the host family's residence will not be overcrowded when the DHS client moves in. The assessment involves looking at how many people reside in the host family's residence, their age and gender, and the sleeping arrangements.

# 16. My client has a friend who is willing to sublet an apartment to her. Is that allowed?

No, the primary occupant must reside in the apartment in order for it to be a viable residence for LINC VI.

#### 17. Can the primary occupant charge the client for heat and hot water?

No, the primary occupant may not ask the LINC VI client to pay anything towards the housing. This is considered a side deal and is strictly prohibited.

18. Does the primary occupant have to provide the LINC VI client with household items such as food or electricity?

No. Although the primary occupant is prohibited from charging the LINC VI client for the housing, the primary occupant is not responsible for providing the LINC VI client with household items such as food, electricity, or other personal items.

#### 19. How is a client's rent determined when the host family owns the residence?

The primary occupant must indicate the client's rent amount on the *LINC VI Primary Occupant Statement*. DHS will review the amount to determine whether it is consistent with LINC VI program rules. In most cases where the host family owns the residence, the allowable client rent amount will be \$650 for a client household of 1-2, \$750 for a client household of 3-4, and \$1,000 for a client household of 5 or more.

#### 20. What if the primary occupant receives cash assistance?

If a primary occupant and family receive cash assistance, they can still be considered as a host family with LINC VI. However, the rent the primary occupant charges the LINC VI client may not be more than the primary occupant's rent obligation minus the primary occupant's public assistance shelter allowance.



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