



Bill de Blasio
Mayor

**Human Resources
Administration**

Department of
Social Services

Steven Banks
Commissioner

**Department of
Homeless Services**

Gilbert Taylor
Commissioner

LINC Landlord Packet Contents

This packet of documents includes all you need to get started in the Living in Communities (LINC) Rental Assistance Program.

PRINT THE FULL PACKET AS SOON AS POSSIBLE

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LIVING IN COMMUNITIES (LINC) UPDATED INSPECTION PROCESS

In an effort to streamline and expedite the process to allow more qualified families and individuals to transition into permanent housing, the NYC Department of Homeless Services (DHS) and the NYC Department of Housing Preservation and Development (HPD) have implemented a coordinated inspection approach. Since the LINC program's inception in September 2014, HPD has performed all inspections. All apartments utilized under the LINC programs must pass inspection using Section 8 Housing Quality Standards (HQS). For specifics on what HPD checks before (clearance review) and during inspection, see the [LINC HPD INSPECTION CHECKLIST](#) on the LINC Rental Subsidies page at www.nyc.gov/dhs.

The inspection of all apartments commences immediately after each apartment has been identified. The inspection process is concurrent with the viewing of an apartment by the client and preparation of the lease documentation. The process is as follows:

- As soon as an apartment is identified as a potential LINC apartment, the broker/landlord must register through DHS' Capacity Planning and Development (CPD) [ONLINE LINC FORM FOR OWNERS/BROKERS](#) on our Web site.
- Registered apartments are viewed concurrently by CPD and HPD. HPD immediately starts the apartment clearance.
- For apartments that do not pass the initial clearance, HPD informs the broker/landlord who would have to re-register upon proof of clearance.
- For all apartments that pass clearance, HPD schedules an initial inspection directly with the broker/landlord.
- Upon completion of the initial inspection, HPD notifies the broker/landlord on site and notifies DHS and the NYC Human Resources Administration (HRA) through a daily report.
- If the initial inspection fails, DHS works directly with the broker/landlord with subsequent inspections until the apartment passes.
- During the re-inspection of each apartment, CPD will offer materials that can be installed on site during the inspection. This will be offered only if these materials will cause the apartment to pass. The landlord will be asked in advance to have maintenance staff on site that can perform quick installations to ensure a speedy approval process.
- Once the apartment passes inspection, CPD will inform all involved agencies and parties.



Department of
Housing Preservation
& Development

nyc.gov/hpd

Most Common Reasons for LINC Inspection Failure

In preparation for the upcoming LINC inspection, please be sure to verify this list of the most common reasons for failure of the initial inspection. Please note that this is not all-inclusive list. You can refer to the DHS Failure Conditions Checklist for an all-inclusive listing.

1. All walls and ceilings must be painted and free of any clipping, cracking, or peeling paint. Also note that drop ceilings are not allowed and there should not be any water leaks or evidence of leaks.
2. All floors must be finished and free of any trip hazards.
3. All plumbing fixtures must be connected and working properly.
4. All services (heat, water, gas and electricity) must be on for inspection.
5. All appliances must be in place and directly connected to gas line or an electrical outlet. All electrical outlets and switches must have covers and be properly wired.
6. Kitchen and bathroom must have GFCI outlets.
7. Building and apartment locks must be deadbolt locks. Double cylinder locks are not acceptable.
8. Smoke and carbon monoxide alarms must be in place and working.
9. Window guards and "L" brackets must be installed with one way screws.
10. All windows must open and close properly. They must also have locks.



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LIVING IN COMMUNITIES (LINC)

BUILDING/APARTMENT PRE-INSPECTION CLEARANCE CHECKLIST

In order to qualify for a LINC inspection, the following criteria must be met. You can check all of the Department of Housing Preservation and Development (HPD) related items below at https://hpdonline.hpdnyc.org/HPDOnline/provide_address.aspx or by entering the property address into the HPDONLINE section of HPD's page (www.nyc.gov/hpd). HPDONLINE will provide access to all of the detailed information about the HPD building violations and Orders (listed as class I violations), litigation status, and any enforcement program that may be active at the property.

The building must not have any open vacate orders issued by either the Department of Housing Preservation and Development (HPD) or the Department of Buildings (DOB) which affect either the entire building or the individual apartments being utilized through LINC. You may check for the DOB vacate orders at www.nyc.gov/buildings.

The building must not have any open Stop Work Orders issued by the DOB. This information is available at www.nyc.gov/buildings.

There must not be any open HPD lead-based paint violations in the apartment to be used for the LINC program. If there are open lead-based paint violations, the owner must correct those violations first. You can call HPD at 212-863-LINC to obtain guidance on how to clear those violations.

The building must not currently be involved in any HPD litigation. All judgments must be paid.

The buildings must not be part of HPD's Alternative Enforcement Program or Underlying Conditions Program.

If none of the above issues apply to the building, apartment, you should inspect the apartment yourself for the items listed on the below checklist. All of these items will be reviewed during HPD's inspection and may lead to a failed inspection.

FAILURE CONDITIONS CHECKLIST

The presence of any of the following conditions may cause an apartment to be rejected for participation in the program.

Battery operated or hard-wired smoke detector not present on each floor of the unit including basement
Absence of hand rail
Absence of railings around porch or balcony which is 30 inches or more above ground
Acceptable secondary fire exit not present
Adequate covered refuse facilities or equipment are not present
Air infiltration -wall
Apartment Door Broken/Missing
Apartment Under Construction
Badly cracked outlets
Bare electrical wires present
Bathroom not present
Battery removed from smoke detector
Broken, Non-insulated, or Frayed wiring
Broken, rotting or missing steps
Broken/Missing Door Lock and/or Latch Set at apartment door
Broken/Missing Smoke Detector
Building Entrance Door Missing/Broken
Carbon Monoxide detector missing/defective/improperly installed
Damaged or loose structural members
Damaged or missing parts at floor
Defective Receptacle Outlets
Door open to the outside (fire escape, porch or other outside place that can be reached from the ground) or common public hall is not
Drain does not have a "gas trap"
Drain is not properly connected
Drain is not properly working
Elevator not operable
Evidence of rats, mice or other vermin present
Exposed fuse box connections
Facilities for temporary storage and disposal of food wastes not present
Falling or in danger of falling loose surface materials at ceiling
Fire exit door or window is blocked
Fire Exit window or door is broken or missing
Floor - Other hazardous defect
Foundation compromised
Fuel source shut off by utility company
Gutters, downspouts or soffits show signs of serious decay and allow the entry of significant air or water into the interior of the
Hazardous gas hook-up for oven and/or stove
Heating equipment not capable of providing adequate heat either directly or indirectly to all rooms used for living
Heating equipment not present
Heavy accumulation of trash, garbage or other debris present in common areas or exterior
Illegal Cellar or Basement Apartment
Illegal Double Cylinder Lock at apartment entrance door
Improper types of wiring, connections, or insulation
Inoperable Ground Fault Circuit Interrupters (GFCIs)
Insecure railings around porch or balcony which is 30 inches or more above ground
Intercom Not Working
Kitchen not present
Large holes or missing parts at wall or ceiling
Light fixture hanging from electrical wiring without other firm support or fixture
Living Room not present
Loose, broken, or missing steps at public hall
Microwave not working and either oven or stove not present
Missing cover plates on switches or outlets
Missing or broken handrail on extended section of stairs
Missing or broken railing for an unprotected height at public hall stairs
No access to basement
No Access to room
No window present
One outlet and/or one outlet permanently installed ceiling or wall light fixture not present
Other Emergency/Health Safety
Other hazardous defect at ceiling
Other hazardous defect at floor
Other hazardous defect at wall
Other hazardous defect at window
Other serious condition at building exterior
Other serious defects at stairs, rails and porches

Other smoke detector violation
Outlet located where water may splash or collect
Outlet or permanently installed ceiling or wall light fixture not working
Oven and/or stove missing knobs
Oven not working
Oven or substitute microwave and stove or range with top burner or substitute microwave not present
Overloaded circuits evidenced by frequently blown fuses
Peeling paint/deteriorated surface - potential lead-based paint
Permanent Light fixture not present
Permanent Light fixture not working
Permanently installed Wash basin not present
Permanently Sink not present in the kitchen or kitchen area
Pipes produce noticeably brownish water
Potential structural collapse
Presence of mold or mildew
Protruding nail(s) present
Refrigerator does not maintain a temperature low enough to keep food from spoiling over a reasonable period of time
Refrigerator not present
Refrigerator not working
Remove double cylinder lock
Severe buckling or major movement under walking stress
Severe bulging, buckling or leaning at ceiling
Severe bulging, buckling or leaning at wall
Severe bulging, buckling, leaning, or evidence of water leak
Significant grease build-up in stove or oven (fire hazard)
Sink does not have running cold water from the faucets
Sink does not have running hot water from the faucets
Smoke detector broken or not working
SRO Bldg does not have at least one private flush toilet, lavatory basin and bathtub or shower in proper operating condition for each 6 persons or fewer
SRO Bldg does not have required sprinkler system and/or hard-wired smoke detectors
SRO Unit - Exterior doors or windows are not lockable
SRO Unit accessible only by passing through another unit
SRO Unit contains less than the required 110 sq.ft. of floor space
SRO Unit contains less than the required 4 sq.ft. of closet space
SRO Unit--Sanitary facilities are not located on same floor or more than one floor above or below unit
Stairs, porches, balconies or decks with severe structural defects
Steam Valves Defective
Stove or range with top burners not working
Surface has large holes or other defects that would result in significant air or water infiltration
Surface has potential of structural collapse, buckling, sagging
There is no built in space for food storage and preparation and there is no room for a table or portable storage cabinet.
Three-pronged outlet not properly grounded
Toilet connections, vents or traps are faulty to the extent that severe leakage of water or gases occur
Toilet does not have a trap
Toilet flushing mechanism does not function properly
Toilet is clogged
Toilet is not connected to a sewer drain
Toilet is not connected to water supply
Toilet is not in an enclosed room within the unit
Toilet not present
Tripping hazard present at interior stairs or common halls
Tub or Shower is not connected to a properly operating drain
Tub or Shower is not connected to a system that will deliver hot and cold running water
Tub or Shower is not present
Tub or Showerconnectors, vents or traps are faulty to the extent that severe leakage of water or gases occur
Two outlet(s) or one outlet plus a permanently installed ceiling or wall light fixture not working
Unit cannot be accessed without having to go through another unit
Unit does not have adequate ventilation by means of openable windows and/or a working cooling system
Vent system not present
Vent system not working
Wash basin connectors, vents or traps are faulty to the extent that severe leakage of water or gases occur
Wash basin is not connected to a properly operating drain
Wash basin is not connected to a system that will deliver hot and cold running water
Water heater installation and/or venting does
Water heater is not working
Water heater not present
Window guards missing/defective/improperly installed

Window does not close
Window does not form reasonably tight seal
Window leading to outside (basement, first floor, fire escape, porch or other outside place that can be reached from the ground) is not lockable
Window showing signs of severe deterioration Missing or broken panes
Window showing signs of severe deterioration--Dangerously loose or cracked panes
Window showing signs of severe deterioration--Other
Window showing signs of severe deterioration--Window does not close
Wires located in or located near standing water

Instructions: Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. All references to “unit” refer to the unit in the building or house the room rental is located in. The property must meet all criteria in order to be approved. A copy of this checklist must be placed in the client file.

Unit Review Checklist	
1.	<p>LINC Program Participant and Unit Information:</p> <p>Program Participant Name: _____</p> <p>Street Address of Building: _____</p> <p>Apartment #: _____ Borough: _____ State: <u>New York</u> Zip: _____</p> <p>Is this a house, an apartment or a Class A single room occupancy multiple dwelling? _____</p> <p>Number of bedrooms in the unit: _____</p> <p>Number of current occupants in the unit: _____</p> <p>Number of unrelated occupants in the unit: _____</p>
2.	<p>Interior of Building:</p> <p>Are the interior stairs & halls free of hazards? (e.g. damaged surfaces, peeling paint, loose handrails or damaged risers/threads) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is there an unlocked Fire Exit from building? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is the Fire Escape secured to the building? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is building condition decent/safe/sanitary and free of evidence of structural issues? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Do halls & exits have a clear path to egress & sufficient lighting? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are halls/stairs free of electrical hazards? (i.e. exposed wiring) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
3.	<p>Overall Conditions in the Unit:</p> <p>Are there locks on interior doors that have access to a fire escape? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are there any locks on interior doors that require a key? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is there adequate heat in the unit? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is there at least one window in the living room and every bedroom? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="padding-left: 40px;">I have attached a picture of the window in the room being rented. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are the windows operable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is there an unlocked Fire Exit/Fire Escape accessible from all areas of the unit? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are the gates on the Fire Escape window approved by FDNY (see attached list of FDNY approved fire gates)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (there are no gates on the Fire Escape window)</p> <p>Does the unit have an internal kitchen and a bathroom? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are all interior doors hung properly and provide secure privacy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Are the windows in good condition? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is the unit free of hanging or exposed wires? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is the unit free of rats, mice, vermin? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is there a working smoke & carbon monoxide detector? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

4.	<p>Bathroom(s): Is the bathroom accessible to all occupants of the unit? <input type="checkbox"/> Yes <input type="checkbox"/> No Do the sink/tub/shower have hot & cold running water? <input type="checkbox"/> Yes <input type="checkbox"/> No Are the windows operable or is there an exhaust fan? <input type="checkbox"/> Yes <input type="checkbox"/> No Is the toilet in proper working order? <input type="checkbox"/> Yes <input type="checkbox"/> No Is mold visible in the sink/tub/shower? <input type="checkbox"/> Yes <input type="checkbox"/> No Is the bathroom free of plumbing leaks? (ie. Steam leaks) <input type="checkbox"/> Yes <input type="checkbox"/> No Is the water clean? (ie. no rust) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
5.	<p>Kitchen: Is the kitchen accessible to all occupants of the unit? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there hot & cold running water? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there a working oven? <input type="checkbox"/> Yes <input type="checkbox"/> No Is the kitchen free of plumbing leaks? (i.e. steam leaks) <input type="checkbox"/> Yes <input type="checkbox"/> No Is the drinking water clean? (i.e. no rust) <input type="checkbox"/> Yes <input type="checkbox"/> No Is there a food preparation area? <input type="checkbox"/> Yes <input type="checkbox"/> No Is there a working refrigerator? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
6.	<p>Electrical: Is there at least one light & one working outlet per room? <input type="checkbox"/> Yes <input type="checkbox"/> No Are fixtures and electrical devices secure with no exposed wires? <input type="checkbox"/> Yes <input type="checkbox"/> No Is mold visible on any interior surface? <input type="checkbox"/> Yes <input type="checkbox"/> No Is excessive moisture evident on any interior surface? <input type="checkbox"/> Yes <input type="checkbox"/> No Are there tell-tale odors such as mildew evident? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

CERTIFICATION STATEMENT

I certify that on _____(insert date), I visited the property located at the address indicated in section 1, above, and evaluated the conditions to the best of my ability and find the following:

- Property meets all of the above standards.
- Property does not meet all of the above standards.

I have confirmed that:

- 1) The New York City Department of Buildings does not have an active vacate or stop work order for this building. <http://a810-bisweb.nyc.gov/bisweb/bispi00.jsp>
 Date confirmed: _____
- 2) There is no complaint on the New York City Department of Buildings’ BIS system in the last four years in categories 31, 45, or 71 with a final disposition code of A1-A9, C1-C4, or with no disposition code. <http://a810-bisweb.nyc.gov/bisweb/bispi00.jsp>
 Date confirmed: _____

- 3) The New York City Department of Housing Preservation and Development does not have an active vacate order for this property and the building is not part of HPD's Alternative Enforcement Program (both Hazard Class I). There is no litigation against the owner of this building that is open or pending.
https://hpdonline.hpdnyc.org/HPDOnline/provide_address.aspx
 Date confirmed: _____
- 4) The New York City Fire Department does not have an active vacate order for this property.
http://www.nyc.gov/html/fdny/pdf/fire_prevention/vacate_status_list.pdf
 Date confirmed: _____
- 5) The New York State Department of Health does not include this building on its Uncertified Facilities List or Referral Suspension List.
https://www.health.ny.gov/facilities/adult_care/memorandum.htm
 Date confirmed: _____
- 6) The Certificate of Occupancy, Temporary Certificate of Occupancy, Letter of No Objection, or I-Card authorizes residential occupancy.
<http://a810-bisweb.nyc.gov/bisweb/bispi00.jsp>
 Date confirmed: _____

COMMENTS:

REVIEWER'S RECOMMEDATION:

APPROVE
 DISAPPROVE

Reviewer's Name and Title: _____

Reviewer's Signature: _____ Date: _____

Living in Communities (LINC) Lease Signing Frequently Asked Questions

How is the lease signing scheduled?

Once all of the leasing packet materials are received, the apartment has passed a LINC inspection, and the Human Resources Administration (HRA) has verified tenant eligibility, the Department of Homeless Services (DHS) will contact the shelter to schedule a lease signing three business days following approval. Lease signings are held at 109 East 16th Street, 7th floor and are conducted by HRA staff.

Who has to be present?

The landlord or landlord's representative must be present at the lease signing along with all adult members of the LINC household and the shelter representative. Aftercare service representatives will also be present to connect the tenant to services in the community.

What happens at lease signing?

HRA reviews the leasing documentation, confirms that no side deals have been paid or promised, confirms that the keys have been given to the tenant, and provides the LINC checks and the security voucher to the landlord, and furniture check (if applicable) to the tenant. LINC III tenants must also pay their first month's contribution, if they have one. All tenants also meet with aftercare representatives and are referred for ongoing services.

When should the lease start?

Unless the lease signing is taking place on the first four days of the month, the lease start date should begin the first day of the following month. HRA will provide prorated rent for the remainder of the current month. If the lease signing takes place on the first four days of the month, the lease start date should be the first day of the current month.

What must I bring?

Landlords & Brokers:

- A lease
- **If the owner of the property does not attend the lease signing**, the following documentation must be provided:
 - In order to sign LINC documents, the representative must present a notarized Power of Attorney form, indicating that the representative has the authority to sign real estate documents for the landlord.
 - In order to pick up checks for another party, the representative must provide a signed and notarized letter from that party allowing HRA to give the checks to the representative.
- **If the broker does not attend the lease signing**, the representative must provide a signed and notarized letter from the broker allowing HRA to give the broker's check to the representative.
- Landlords should also review the LINC Landlord Statement of Understanding and Lease Rider in order to be familiar with the program rules prior to lease signing.

Tenants:

- All tenants should review the LINC Tenant Statement of Understanding, the LINC Tenant Reminder of Important Payments, and the LINC Participant Agreement prior to lease signing
- LINC III tenants must bring their first month's client contribution, if applicable.

LINC Lease Signing Checklist

Landlords & Brokers:

- A lease with the correct leasing date
- The keys to the LINC apartment
- The LINC Landlord Statement of Understanding and Lease Rider
- If not in attendance, a Power of Attorney authorizing the broker or representative to sign the leasing documents and
- If not in attendance, a notarized letter authorizing the broker or representative to pick up the LINC checks.

Tenants:

- LINC Tenant's Statement of Understanding
- LINC Participant Agreement
- LINC Tenant Reminder of Important Payments
- LINC III Tenants must bring the first month's tenant contribution, if applicable.

LINC Payee Designation: If the owner wishes to designate a payee to receive the ongoing LINC payments, HRA **must** receive the notarized LINC Payee form from DHS prior to the lease signing. HRA will not be able to change the payee at lease signing.

What funds will HRA provide at lease signing?

- Prorated rent (if applicable)
- A landlord bonus (until the first 1,000 LINC leases are signed)
- A broker's check (if applicable)
- A furniture allowance check for the tenant (if applicable)
- Four months rent in advance:
 - LINC I & LINC II advance rent will include the entire first month's rent and the LINC rental assistance amount for three additional months
 - LINC III advance rent will include the LINC rental assistance amount for four months and the HRA shelter allowance for the first month, as applicable. HRA is not providing the tenant's first month's contribution for LINC III (if applicable). The tenant must pay the contribution at lease signing.

When will the landlord begin to receive LINC payments?

- *LINC Rental Assistance Payments*: Four months after the date of the lease
- *Tenant Contribution*: Begins the month after the date of the lease for LINC I and LINC II. LINC III tenant contributions (if applicable) begin at lease signing.
- *Shelter Allowance*: Begins (if applicable) the month after the date of the lease for LINC I and LINC II. LINC III shelter allowance (if applicable) begins at lease signing.

If a tenant qualifies for cash assistance once the tenant moves into the apartment, the landlord will receive four checks each month, the LINC rental assistance and tenant contribution near the beginning of the month and the shelter allowance, which is made in two payments each month.

The information in this pamphlet provides general information about the LINC lease signing process and the LINC Rental Assistance program. It is not intended to provide full details concerning lease signing or the operation of the program.



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LINC Landlord Forms to Fill out

After this point in the packet, there are forms the landlord needs to fill out before Lease signing.

They are:

Pg. 14: LINC Letter of Intent

Pg. 15: LINC Landlord Statement of Understanding

Pg. 21: W-9 Form

Pg. 25: W-147N (Security Deposit Voucher)

Date: _____

RE: LIVING IN COMMUNITIES (LINC) INTENT TO RENT

To Whom It May Concern:

Please be advised that I _____ am the owner or the owner's authorized agent of the residential building located at:

(Address)

(City) NY (State) _____
(Zip Code)

I agree to rent Apartment # _____ in the above-referenced building to _____, at a monthly rent of \$ _____ .00 under the LINC program for an initial term of one year.

To complete the rental agreement, the following is requested:

- 1. Security Voucher for one month's rent
- 2. One month's rent in advance and the rental assistance portion of the second, third, and fourth month's rent
- 3. Prorated rent if applicable

All checks should be made payable to _____.

Sincerely,

Signature of Owner

Address of Owner



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**LIVING IN COMMUNITIES (LINC) I, II, AND III PROGRAMS
LANDLORD STATEMENT OF UNDERSTANDING**

Landlord Name: _____

Under the LIVING IN COMMUNITIES (LINC) Program (“Program”), the City of New York (“City”) pays directly to landlords a portion of the monthly rent for apartments (“LINC Rent Payment”) on behalf of the eligible LINC Program client (“Program Tenant”). The Program Tenant is responsible for payment to me, the Landlord, of a monthly rent contribution to cover the remaining portion of the rent under the Lease and Rider not covered by the LINC Rent Payment and a Public Assistance shelter allowance, if any.

As a condition of my participation in the LINC Program, I make the following commitments:

1. I understand that I will sign a one-year Lease and a LINC Standard Lease Rider in the form annexed as Exhibit A, that I am expressly prohibited from charging my Program Tenant any amount above the rent or fees stipulated in the Lease or Rider for the entire period of the Lease, regardless of changes in the Program Tenant’s family composition, and that “side deals” are specifically prohibited. I understand that if I do not honor this commitment, in addition to any remedies the Program Tenant may have, the City will have the right to bar me from any further participation in any City rental assistance program. I understand that remedies available to the Program Tenant may include the right to recover damages and, if the lease is for a rent-stabilized apartment, the Program Tenant may be entitled to treble damages.
2. I understand that I am solely responsible for providing heat and hot water at no additional cost to the Program Tenant, notwithstanding any provisions indicated in the Lease, and notwithstanding the installation of separate unit-based heating or hot water units in the Apartment.
3. I understand that the Program Tenant is automatically entitled to a self-executing renewal of the Lease for a second year at the same total monthly rent provided for in the Rider, provided that (a) funding for the LINC Program remains available and the Program Tenant has been found eligible by the City for a second year of the Program, or (b) the Program Tenant is able to pay his/her entire rent for a second year.
4. I understand that the Program Tenant is further automatically entitled to three additional one-year leases at the same total monthly rent provided for in the Rider, increased by a percentage no greater than that allowed at that time for one year leases for rent-stabilized apartments in New York City, regardless of whether the Apartment is subject to Rent Stabilization, provided that: (a) funding for the LINC Program remains available and the Program Tenant has been found eligible by the City for the applicable year of the Program, or (b) the Program Tenant is able to pay his/her entire rent for the applicable year.
5. I agree to provide the Program Tenant with keys to the Apartment at the time of the lease signing.
6. I understand that the Program Tenant is responsible for contributing an amount determined by the City towards the monthly rent and payment of that amount to me, the Landlord, on a monthly basis. For LINC I and II, this amount will remain the same for the first year of the lease. In the event of renewal of the Lease for a second year, the total monthly rent will remain the same, however the Program Tenant’s monthly contribution amount and the LINC Rent Payment will be adjusted per the terms of the Program, and the Landlord will be so notified. For LINC III, the Program Tenant’s monthly contribution amount may be adjusted per the terms of the Program during the first and any subsequent year(s). For any of the LINC programs, in the event of renewal of the Lease for subsequent years, the Program Tenant’s monthly contribution amount and the LINC Rent Payment will also be adjusted per the terms of the Program, and the Landlord will be so notified. In the event that the Program Tenant is not renewed for a second year or any subsequent year in the Program, either because the Program Tenant is no longer eligible or funding for the Program is no longer available, the Landlord will also be so notified.

7. I understand that if the Program Tenant leaves the Apartment due to an eviction or move, I, the Landlord, will notify the City by writing to LINC Rental Assistance Programs, 180 Water Street, 2nd Floor, New York, NY 10038 within five (5) business days and will return any pre-paid LINC Rent Payments to the City.
8. I understand that if any legal proceeding is commenced affecting the LINC Program tenancy or the Lease Rider, I, the Landlord, must provide written notice of the legal proceeding within five (5) business days of the occurrence of said event. Written notice of said event must be sent to LINC Rental Assistance Programs, 180 Water Street, 2nd Floor, New York, NY 10038.
9. I warrant and represent that if the Apartment is subject to Rent Stabilization, the rent provided in the Lease and Rider is at or below the lawful stabilized rent. I agree that in the event the rent is greater than the lawful stabilized rent, the Lease and Rider shall be amended to reflect the lawful stabilized rent without further action by me or the Program Tenant, and the City shall lower the LINC Rent Payment so that the full rent payable will not exceed the lawful stabilized rent. I also agree that the City may deduct from any LINC Rent Payments due to me, or to become due to me, any payments made in excess of the lawful stabilized rent.
10. I understand that if the Program Tenant terminates the Lease because I have materially violated the Lease or Rider, or obtains a money judgment against me directing me to disgorge any payments or other consideration I received for the Apartment, the City shall have the right to recoup any security deposit payments and/or pre-paid LINC Rent Payments made to me, and to bar me from any further participation in any City rental assistance program.
11. I understand that I must promptly notify the City if the landlord, owner of the subject premises, or the management company for the premises changes by writing LINC Rental Assistance Programs, 180 Water Street, 2nd Floor, New York, NY 10038.
12. I understand that I will promptly return to the City any overpayments, or any monies paid in error or made as a result of inaccurate, misleading or incomplete information submitted by me in connection with the LINC Program or as a result of my failure to comply with my obligations under this Landlord Statement of Understanding. Without limiting any of the City's remedies, I further understand that any rent overpayments made by the City may be recouped from subsequent LINC Rent Payments on behalf of the Program Tenant that may otherwise be due.
13. I understand that if uncashed rent checks become invalid, it is my responsibility to satisfy any of the City of New York's requirements for their reissuance.
14. I will cooperate fully with the City in its administration of the LINC Program.
15. I understand that the City is implementing the LINC Program in order to provide assistance to eligible individuals, 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 Program Tenant, or any other person or entity in connection with the Program.

Required Signature

I have read and understand my obligations under this Landlord Statement of Understanding.

Date

Landlord's Signature

EXHIBIT A TO LANDLORD STATEMENT OF UNDERSTANDING
STANDARD LINC LEASE RIDER

LINC I, II, AND III PROGRAMS
RIDER TO APARTMENT LEASE

Rider to Apartment Lease between _____ and _____
(Landlord) (Program Tenant)

1. Landlord and Program Tenant agree that in the event of any conflict between the provisions of this Rider and the WRITTEN apartment lease (“Lease”), the provisions of this Rider shall prevail. Collateral agreements pertaining to the Lease and this Rider shall not be valid, shall have no legal effect on the Lease and this Rider and are not legally enforceable.
2. Program Tenant agrees that as a participant in the LINC Program (“Program”), Program Tenant authorizes the City of New York (“City”) to pay a portion of the Program Tenant’s monthly rent (over and above the Program Tenant’s monthly rent contribution) directly to Landlord (“LINC Rent Payment”).
3. Program Tenant is automatically entitled to a self-executing renewal of the Lease for a second year at the same total monthly rent provided for in this Rider, provided that (a) funding for the Program remains available and Program Tenant has been found eligible by the City for a second year of the Program, or (b) Program Tenant is able to pay his/her entire rent for a second year.
4. Program Tenant is further automatically entitled to three additional one-year leases at the same total monthly rent provided for in this Rider, increased by a percentage no greater than that allowed at that time for one year leases for rent-stabilized apartments in New York City, regardless of whether the Apartment is subject to Rent Stabilization, provided that: (a) funding for the Program remains available and Program Tenant has been found eligible by the City for the applicable year of the Program, or (b) Program Tenant is able to pay his/her entire rent for the applicable year.
5. Landlord acknowledges that the amount and duration of the LINC Rent Payment is subject to all applicable rules and requirements of the LINC Program.
6. If Landlord materially violates the Lease or this Rider, such material violation shall be grounds for Program Tenant to terminate the Lease.
7. Landlord agrees that he/she shall not demand, request, or receive any payments or other consideration from Program Tenant, or any member of Program Tenant’s household or any other public or private source, for the LINC Program Dwelling Unit (“Apartment”) beyond that authorized in the Lease and this Rider, notwithstanding any written or oral agreement to modify any provisions of the Lease and this Rider. A violation of this paragraph seven (7) shall be deemed a material violation of the Lease and this Rider. Landlord understands that in the event of any breach of this provision, in addition to any remedies Program Tenant may have, the City shall have the right to bar Landlord from further participation in any City rental assistance program. Remedies available to the Program Tenant may include the right to recover damages and, if the lease is for a rent-stabilized apartment, the Program Tenant may be entitled to treble damages.
8. If Program Tenant terminates the Lease because of Landlord’s material violation of the Lease or this Rider, or obtains a money judgment against the Landlord directing Landlord to disgorge payments or other consideration for the Apartment in excess of the Program Tenant’s monthly rent contribution authorized in the Lease and this Rider, the City shall have the right to recoup any security deposit payments and/or pre-paid LINC Rent Payments made to the Landlord, and to bar Landlord from further participation in any City rental assistance program.
9. Landlord shall supply (a) heat as required by law and agreed to under this Rider, and (b) hot and cold water for the Apartment’s bathroom(s) and kitchen sink. Program Tenant may enforce his/her rights under the warranty for habitability under the terms of the Lease, this Rider and applicable laws. Landlord agrees that heat and hot water are the Landlord’s obligations to pay, notwithstanding any provisions indicated in the Lease, and notwithstanding the installation of separate unit-based heating or hot water units in the Apartment. Failure by Landlord to pay heat and hot water costs shall be deemed a material violation of the Lease and this Rider.
10. Landlord represents that Landlord _____ has complied or _____ will comply [initial as appropriate] with the applicable provisions of the New York City Childhood Lead Poisoning Prevention Act, New York City Local Law 1 of 2004 including, but not limited to, performing the turnover requirements mandated by NYC Administrative Code 27-2056.8. _____ (initial here). Landlord agrees that, upon Program Tenant’s request, Landlord will provide Program Tenant with the documents demonstrating that Landlord has performed the above-referenced turnover requirements (“turnover documents”), for the Apartment.
11. Program Tenant acknowledges that he/she may request turnover documents from Landlord _____ (initial here).
12. Landlord represents that Landlord _____ has provided or _____ will provide [initial as appropriate] Program Tenant with (a) the NYC Administrative Code 17-179(b) pamphlet prepared by the New York City Department of

Health and Mental Hygiene that explains the hazards associated with lead-based paint, and (b) the written results of the investigation of Program Tenant's Apartment mandated by NYC Administrative Code 27-2056.4(a).

13. Landlord represents that Landlord _____ has complied or _____ will comply [initial as appropriate] with the applicable provisions of 40 Code of Federal Regulations Part 745 including, but not limited to, providing Program Tenant with (a) an EPA- approved lead-based paint hazard information pamphlet, and (b) any records or reports available to the Landlord pertaining to lead-based paint and/or lead-based paint hazards in Program Tenant's Apartment.
14. Landlord affirms and declares that Landlord is not in default of any obligation to the City including, but not limited to, taxes, assessments, water rates and sewer rents, which have been levied against Landlord or the premises or any property owned by Landlord.
15. Landlord affirms the property in which the Apartment is located has not been foreclosed upon, and that if any foreclosure proceedings are pending, Landlord has represented that fact to the City.
16. The LINC Rent Payment and Program Tenant's monthly rent contribution must be paid once per month, except for any portion of the Program's rent contribution that is covered by Program Tenant's Public Assistance shelter allowance, which will be paid by the City directly to the Landlord in two installments per month, if and so long as the Program Tenant is entitled to a shelter allowance. Landlord need not provide notice for Program Tenant to pay the rent, or for the City to make a LINC Rent Payment. Rent must be paid in full without deduction. A pro-rated share of the current month's rent, the entire rent for the first full month (unless the tenant has a contribution), the LINC Rent Payments for the next three months' rent, a security deposit voucher equal to one month's rent, and broker's fee (if applicable) will be provided when the Lease and this Rider are executed.
17. Landlord represents that the Apartment (check one)
 - is subject to Rent Stabilization.
 - is not subject to Rent Stabilization. _____ (initial here)
18. Landlord represents that the Apartment's State Division of Housing and Community Renewal's ("DHCR") building registration identification number is _____. _____ (initial here).
19. If the Apartment is subject to Rent Stabilization, the Landlord warrants and represents that the rent provided in the Lease and this Rider is at or below the lawful stabilized rent and that the DHCR registration number for these premises is accurately stated above.
20. If the Apartment is subject to Rent Stabilization, Landlord shall, unless Landlord has already done so, register the rent and services of the Apartment with DHCR, Attn: Rent Registration Unit, within thirty (30) days of renting the subject Apartment. If the Apartment is rented after it had been initially registered, Landlord shall register the rent and services with DHCR at the time of filing the annual registration.
21. If the Apartment is subject to Rent Stabilization, the "Rent Stabilization Rider for Apartment House Tenants in New York City" is incorporated herein by reference and is made part of the Lease.
22. Landlord warrants and represents that Apartment # _____ at _____ was leased to Program Tenant at a maximum total monthly rent amount of _____, as specified in the Lease on _____ directly prior to occupancy by Program Tenant.
23. Program Tenant and Landlord acknowledge that the City is implementing the LINC Program in order to provide assistance to eligible individuals, including rental assistance of specified amounts, but that the Program is subject to and contingent upon funding appropriations. Program Tenant and Landlord further acknowledge 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 Landlord, Program Tenant, or any other person or entity in connection with the Program.

24. If Program Tenant vacates the Apartment and/or any legal proceeding is commenced affecting the LINC Program tenancy or this Rider, Landlord must provide written notice of the Apartment vacancy and/or legal proceeding within five (5) business days of the occurrence of said event(s). Written notice of said event(s) must be sent to:

**LINC Rental Assistance Program
180 Water Street, 2nd Floor
New York, NY 10038**

LANDLORD

PROGRAM TENANT

Signature

Signature

Printed Name

Printed Name

Date

Date

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I—A common trust fund as defined in section 584(a)
 - J—A bank as defined in section 581
 - K—A broker
 - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
 - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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:

Name of Landlord: _____
Landlord's Address: _____
City: _____ State: _____ Zip: _____

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

Address: _____
_____ 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: _____ Date: _____

(This voucher is not valid until it has been fully completed and authorized in the "For HRA Use Only" section below.)

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 #: _____

Landlord's Claim for Security Voucher Payment

I (we), the Landlord(s) of the premises described on page 1 of this form, certify that _____
tenant/participant name

has vacated the apartment located at _____ Apt. _____ on or about _____ and occupied the
address date

apartment within three months prior to the date of this certification.

I hereby request that the security voucher be paid to me for the reason specified below:

- Tenant/Participant defaulted on payment of rent for _____ (provide court
Month/Year
 judgment, stipulation, landlord breakdown, etc).
- Tenant/Participant caused the following damages to the apartment. (Describe and also include proof of
 damage[s]: e.g., photographs, estimates, receipts for repairs, etc.)

"I, _____, hereby swear/affirm, under penalty of perjury, that the information I have given above is true and complete.

_____ (Signature of Landlord or Office of Corporation)

_____ (Print Name)

Subscribed and sworn to/affirmed before me this _____ (Date)

_____ (Signature)

_____ (Notary Seal)"

Please submit the following items along with this claim form:

- proof of ownership (of the premises); and
- documentation of unpaid rent (e.g., court judgment or stipulation, landlord breakdown, etc.) or documentation to verify the damage(s) to the apartment and the cost of repairs (e.g., photographs, estimates, receipts for repairs, etc.)

Please send claim to: **Office of Central Processing**
P.O. Box 02 – 9121
Brooklyn GPO
Brooklyn, NY 11202-9914

For Office of Central Processing use Only

Case Name: _____			Last: _____			First: _____			
Pick-up Code:									
Special Roll — 1						Job Center: _____			
Case Number: <input type="checkbox"/>						Suffix: <input type="checkbox"/> <input type="checkbox"/>			
Date Form Prepared: ____/____/____						Authorization Number _____			
Issuance Code	Amount		From:			To:			Restricted Indicator
	Dollars	Cents	Month	Day	Year	Month	Day	Year	
Print Dollar Amount in Words _____								Dollars	Cents
Optional Fields(Block Print Only)									
Payee Name: _____									
Address: _____									
City: _____			State: _____			Zip: _____			

Authorized Signature _____ Print Name _____
 Title: _____ Date: _____
 OCP Control Clerk: _____ Date: _____
 OCP CRT Operator: _____ Date: _____