



Bill de Blasio
Mayor

**Human Resources
Administration**

Department of
Social Services

Steven Banks
Commissioner

**Department of
Homeless Services**

Gilbert Taylor
Commissioner

**LIVING IN COMMUNITIES (LINC) II RENTAL ASSISTANCE PROGRAM
PROGRAM TENANT STATEMENT OF UNDERSTANDING**

Program Tenant Name: _____

Under the LINC II Rental Assistance Program (the “LINC II Program” or “Program”), the City of New York (“City”) will pay a portion of my total monthly rent directly to my Landlord. The amount the City will pay to my Landlord is called the “LINC II Rent Payment.” The amount I am responsible for contributing each month is called the “LINC II Rent Contribution.”

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

1. I understand that the amount of the LINC II Rent Payment is the difference between the approved total monthly rent on my Lease and my LINC II Rent Contribution of _____ a month. The amount of my LINC II Rent Contribution will not change during my first year in the Program, regardless of changes in my family composition or income.
2. I understand that I will sign a one-year Lease with my Landlord and the City will pay the LINC II Rent Payment directly to my Landlord on a monthly basis for the first year of the LINC II Program. I further understand that I am responsible for payment of the LINC II Rent Contribution to my Landlord on a monthly basis for the first year of the LINC II Program.
3. I understand that my Landlord will be obligated to renew my Lease for a second year at the same total monthly rent provided for in the Standard LINC Lease Rider, provided that either: (a) funding for the LINC II Program remains available and I have been found eligible by the City for the second year of the Program, or (b) I am able to pay my entire rent for the second year.
4. I understand that my Landlord will be obligated to renew my Lease for three additional one-year terms, at the same rent as the previous year, 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 either: (a) funding for the LINC II Program remains available and I have been found eligible by the City to continue participating for additional years in the Program, or (b) I am able to pay my entire rent for the applicable year.
5. I understand that I will be responsible for paying any increases in the rent after the second year.
6. 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 LINC II Rent Payments to my Landlord on a monthly basis during any years I am found eligible, subject to the availability of funding for the Program.

7. 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 II Rent Payment the City will pay during such years may be different than the amount the City pays during my first year or any other year. If funding for the Program remains available, and if I am renewed, my LINC II Rent Contribution for the second and any subsequent years, will be equal to 30% of my monthly household gross income, as determined by the City at the time my renewal is approved, and I will be responsible for payment of that amount to my Landlord on a monthly basis during such years of the Program. Once the City determines my LINC II Rent Contribution 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 or income.
8. I understand that the LINC II Rent Contribution for the first month is paid by the City and I am therefore responsible for 11 payments of _____ during the first year of the Program and 12 payments, in an amount to be determined upon renewal, during the second year and any subsequent years of the Program, if I am renewed.
9. I understand that if the City is paying a Public Assistance shelter allowance on my behalf, the amount I will pay directly to my Landlord will be reduced by the amount of such shelter allowance.
10. 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).
11. I understand that if I am found eligible for another Apartment during participation in the LINC II Program, the amount of the LINC II Rent Payment may be adjusted based on the rent of the new apartment. However, my LINC II Rent Contribution will not change.
12. I understand that I will receive keys to my Apartment from my landlord at lease-signing.
13. I understand that if asked by my Landlord for additional monies above my monthly rent contribution, or for a security deposit or broker's fee, I am under no obligation to pay these additional monies. I further understand that if asked for additional monies, I will report such request to the City by calling 311 or 929-221-0043. I am not obligated to pay my Landlord, the managing agent, super or broker any additional rent or fees beyond the monthly rent obligation or other fees required under the Lease or Rider.
14. I understand that my Landlord is responsible for heat and hot water, even if separate unit-based heating or hot water units are in the Apartment. I understand that if my Lease states that I am responsible for other utilities, I will make payments for these other utilities directly to the utility companies.
15. I understand that I must notify the New York City Human Resources Administration (HRA) of any change in my address.
16. I understand that I must seek all appropriate services as necessary to preserve my tenancy, including, but not limited to, job placement, landlord-tenant mediation, financial counseling and anti-eviction services.
17. I understand that the City may request that I repay some or the entire monthly LINC II 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.

18. I understand that if my Apartment is subject to Rent Stabilization, the rent provided in the Lease must be at or below the lawful stabilized rent. I understand that in the event the rent is greater than the lawful stabilized rent, the Lease shall be amended to reflect the lawful stabilized rent without further action by me or the Landlord and the City shall lower the LINC II Rent Payment so that the full rent payable will not exceed the lawful stabilized rent.
19. I understand that if, after I sign the Lease, I fail without good cause to move into the leased Apartment, I may be required to repay any pre-paid LINC II Rent Payments by the City to the Landlord for that Apartment or any broker's fee paid by the City, or have such amounts recouped from my Public Assistance grant.
20. I will cooperate fully with the City in its administration of the LINC II Program.
21. I understand that LINC II Rent Payments will end if I leave my approved Apartment unless the City has approved in advance, with good cause, my move into another approved LINC II Program apartment.
22. I understand that, if funding remains available, HRA will determine if my household is eligible for up to four one-year renewals in the LINC II Rental Assistance Program. I understand that I need to cooperate fully with HRA in the renewal process.
23. I understand that these are the requirements for renewal of LINC II for any additional years beyond the first year up to a maximum of five years, subject to the availability of funding:
 - My household must have some income, earned or unearned.
 - I must have engaged in case management activities related to employment and other benefits and services and I am in compliance with Public Assistance requirements.
 - My household must not have total gross income that exceeds 200% of the federal poverty level.
 - I have otherwise complied with my obligations under the LINC II Rental Assistance Program.
24. I understand that the LINC II Program will not be renewed beyond a fifth year.
25. I understand that the City is implementing the LINC II 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, my Landlord, or any other person or entity in connection with the Program.
26. I understand that the Facility 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 25, 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, my Landlord, or any other person or entity in connection with the Program.

Required Signatures

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

Date Adult Household Member Signature

Date Adult Household Member Signature

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

Date Facility Case Manager or Housing Specialist