



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) III RENTAL ASSISTANCE PROGRAM

PROGRAM TENANT STATEMENT OF UNDERSTANDING

Program Tenant Name: _____

Under the LINC III Rental Assistance Program (the “LINC III 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 III Rent Payment.” The amount, if any, I am responsible for contributing each month is called the “LINC III Rent Contribution.”

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

1. I understand that the amount of the LINC III Rent Payment is the difference between the approved total monthly rent on my Lease and the standard monthly Public Assistance shelter allowance together with the rent contribution by any member of my household who has income and is not receiving Public Assistance. The amount of my LINC III Rent Payment may change during my first year in the LINC III Program if there are any 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 III Rent Payment directly to my Landlord on a monthly basis for the first year of the LINC III Program.
3. I understand that the City is also paying a Public Assistance shelter allowance to my Landlord on my behalf. I further understand that I am responsible for paying directly to my Landlord on a monthly basis the LINC III Rent Contribution, if I am required to pay such a contribution. I understand that I am required to pay a LINC III Rent Contribution if either of the following situations apply to my case:
 - (1) If my Public Assistance shelter allowance is reduced because I have budgeted income such as employment income or because of other public assistance rules, I must make up the difference as my LINC III Rent Contribution.
 - (2) If I have a household member with income who is not eligible for Public Assistance, that person must contribute to the rent 30% of that income (but for a large family no more than his or her proportionate share of the rent).
4. I understand that if a member of my household receives a Public Assistance sanction, the LINC III Rent Payment will be reduced using the same formula applied to the reduction of the Public Assistance grant caused by the sanction.
5. I understand that my continued receipt of the LINC III Rent Payment depends on my continuing to meet the LINC III program requirements, including having an active Public Assistance case and having a child under 18 years of age, or under 19 years of age who is a full-time student regularly attending a secondary school, or the equivalent level of vocational or technical training.

6. 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 III Program remains available and I have been found eligible by the City to continue participating for another year in the Program, or (b) I am able to pay my entire rent for the second year.
7. 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 III 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.
8. I understand that I will be responsible for paying any increases in the rent after the second year.
9. 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 III 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.
10. 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 III 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 III Rent Contribution for the second and any subsequent years will be the difference between the standard Public Assistance shelter amount and my actual standard Public Assistance amount together with the rent contribution by any member of my household who has income and is not receiving Public Assistance, 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. My LINC III Rent Contribution for any given year of the Program may change during the term of the Program if there are any changes in my family composition or income.
11. I understand that I am responsible for 12 payments of my LINC III Rent Contribution 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.
12. 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).
13. I understand that if I am found eligible for another Apartment during participation in the LINC III Program, the amount of the LINC III Rent Payment may be adjusted based on the rent of the new apartment.
14. I understand that I will receive keys to my Apartment from my landlord at lease-signing.
15. 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.

16. 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.
17. I understand that I must notify the New York City Human Resources Administration (HRA) of any change in my address.
18. 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.
19. I understand that the City may request that I repay some or the entire monthly LINC III 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.
20. 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 III Rent Payment so that the full rent payable will not exceed the lawful stabilized rent.
21. 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 III 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.
22. I will cooperate fully with the City in its administration of the LINC III Program.
23. I understand that LINC III 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 III Program apartment.
24. 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 III Rental Assistance Program. I understand that I need to cooperate fully with HRA in the renewal process.
25. I understand that these are the requirements for any renewal of my participation in the LINC III Rental Assistance Program for any additional years beyond the first year up to a maximum of five years, subject to the availability of funding:
 - I have engaged in case management activities related to employment and other benefits and services and I am in compliance with Public Assistance requirements.
 - I continue to be in receipt of ongoing Public Assistance.

- I have a child under 18 years of age, or under 19 years of age who is a full-time student regularly attending a secondary school, or the equivalent level of vocational or technical training.
 - I have otherwise complied with my obligations under the LINC III Program.
26. I understand that the Program will not be renewed beyond a fifth year.
27. I understand that the City is implementing the LINC III 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.
28. 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 27, 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 _____