LIVING IN COMMUNITIES (LINC) VI RENTAL ASSISTANCE PROGRAM

PROGRAM APPLICANT STATEMENT OF UNDERSTANDING

Program Applicant Name: ________________________________

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

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

1. I understand that the City will identify the approved amount of my LINC VI Rent Payment in my notice of eligibility. The amount of my LINC VI Rent Payment will not change during my first year in the Program, regardless of changes in my family composition.

2. I understand that the City will pay the LINC VI Rent Payment directly to the Primary Occupant on a monthly basis for the first year of the LINC VI Program, so long as I continue to reside in the residence.

3. I understand that if funding is available and I am found eligible for a second year and any subsequent years of the Program, the City will pay the LINC VI Rent Payments to the Primary Occupant on a monthly basis during any years I am found eligible, subject to the availability of funding for the Program and so long as I continue to reside in the residence.

4. I understand that if funding for the Program remains available, and if I am renewed, my LINC VI Rent Payment for the second and any subsequent years, will be based on my family size and shall not exceed the difference between the Primary Occupant’s payment obligation for the residence and the Primary Occupant’s Public Assistance shelter allowance, if any. I further understand that the LINC VI Rent Payment for the second and any subsequent years shall not exceed my household’s proportionate share of the rent for the entire residence. Once the City determines my LINC VI Rent Payment for any given year of the Program, that amount will be fixed for that year of the Program, regardless of changes in my family composition. I understand that if funding is available and the City finds me eligible for a second and any additional years of the Program, the LINC VI Rent Payment during such years may be different than the amount the City pays during my first year or any other year.

5. I agree to file for all work supports for which I am entitled. These work supports include public benefits and tax credits, such as the Earned Income Tax Credit (EITC), the Child Tax Credit (CTC) and the Child Care Tax Credit (CCTC).
6. I understand that if I am found eligible to move to another residence during participation in the LINC VI Program, the amount of the LINC VI Rent Payment may be adjusted.

7. I understand that I will receive keys to the residence from the Primary Occupant.

8. I understand that, for so long as the City pays LINC VI Rental Assistance Payments to the Primary Occupant, if asked by the Primary Occupant for additional monies, goods or services for the housing above the LINC Rent Payment, or for a security deposit or broker's fee, I am under no obligation to pay these additional monies. I further understand that if asked for additional monies, goods or services I will report such request to the City by calling 311 or 929-221-0043. I am not obligated to pay the Primary Occupant, the landlord, the managing agent, the super or any broker any rent or fees for so long as the City pays LINC VI Rental Assistance Payments to the Primary Occupant.

9. I understand that the Primary Occupant is responsible for all utilities.

10. I understand that I must notify the New York City Human Resources Administration (HRA) of any change in my address.

11. I understand that I must immediately notify HRA if any new person moves into the residence by calling HRA at 929-221-0043.

12. I understand that the City will not make LINC VI Rent Payments if residing with the host family in the residence poses a risk to the health, safety, or welfare of the household. I understand that all members of the host family may be subject to clearance with the Statewide Central Register of Child Abuse and Maltreatment and the New York State Sex Offender Registry.

13. I understand that I must seek all appropriate services as necessary to preserve my tenancy, including, but not limited to, job placement, mediation with the Primary Occupant, financial counseling and anti-eviction services.

14. I understand that the City may request that I repay some or the entire monthly LINC VI Rent Payment in accordance with State and City regulations and policies that permit recovery or recoupment of Public Assistance grants that are overpaid or paid in error or as a result of inaccurate, misleading or incomplete information submitted by a Public Assistance applicant or recipient.

15. I understand that if I fail without good cause to move into the residence, I may be required to repay any pre-paid LINC VI Rent Payments by the City to the Primary Occupant for the residence, or have such amounts recouped from my Public Assistance grant.

16. I will cooperate fully with the City in its administration of the LINC VI Program.

17. I understand that LINC VI Rent Payments may end if I leave my approved residence unless the City has approved in advance my move into another approved residence.

18. I understand that, if funding remains available, HRA will determine if my household is eligible for one year renewals in the LINC VI Program. I understand that I need to cooperate fully with HRA in the renewal process.

19. I understand that these are the requirements for annual renewals of LINC VI, subject to the availability of funding:
• My household must not have total gross income that exceeds 200% of the federal poverty level.

• All members of my household eligible for Public Assistance must receive Public Assistance.

• Where such activities are made available, I must have engaged in case management activities related to employment and other benefits and services.

• I have otherwise complied with my obligations under the LINC VI Program.

20. I understand that the City is implementing the LINC VI Program in order to provide assistance to eligible families, including rental assistance of specified amounts, but that the Program is subject to and contingent upon funding appropriations. I further understand that the City is not providing a payment guarantee of any kind to any person or entity and is not entering into any contract or lease with, nor making any promise to, me, the Primary Occupant, or any other person or entity in connection with the Program.

21. I understand that the Case Manager or Housing Specialist signing below is signing solely in order to make the confirmation specified above his/her signature. As stated in paragraph 20, the City is not providing a payment guarantee of any kind to any person or entity and is not entering into any contract or lease with, nor making any promise to, me, the Primary Occupant, or any other person or entity in connection with the Program.

Required Signatures

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

______________________________________  __________________________________________
Date                  Household Member Signature

______________________________________  __________________________________________
Date                  Household Member Signature

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

______________________________________  __________________________________________
Date                  Case Manager or Housing Specialist