

OFFICE OF POLICY, PROCEDURES AND TRAINING

DSS Policy Bulletin #2023-009

Date: April 24, 2023 DISTRIBUTION: ALL STAFF

TIME FRAME FOR THE LANDLORD SIGNATURE ON CITYFHEPS PACKET DOCUMENTS AND REVISIONS TO LANDLORD INFORMATION CITYFHEPS FORMS

Subtopic(s): Rental Assistance

■ AUDIENCE

This policy bulletin is directed at Department of Homeless Services (DHS), Human Resources Administration (HRA), and provider staff who submit and process CityFHEPS packets.

■ BACKGROUND

City Fighting Homelessness and Eviction Prevention Supplement (CityFHEPS) is a rental assistance supplement administered by the Department of Social Services (DSS) to help individuals and families find and keep housing. CityFHEPS is available to eligible individual adults, adult families, and families with children, who reside in DHS and HRA shelters, as well as households in the community at risk of homelessness.

■ PURPOSE

The purpose of this policy bulletin is to inform staff of revisions to the CityFHEPS Landlord Information Form - Apartment Rentals (**DSS-8f**) and CityFHEPS Landlord Information Form - Room and SRO Rentals (**DSS-8g**). This policy bulletin also provides staff with the time frame on how long a landlord's signature is valid for on certain forms and documents that are required for CityFHEPS packets.

■ REQUIRED ACTION

Form Revisions

The **DSS-8f** and **DSS-8g** have been revised as follows:

- New space to include the rental agreement end date.
- The space for the participant's name has been moved to its own line.

Time Frame for the Landlord Signature

The landlord signature is valid for 120 days on the following documents and forms that are required for CityFHEPS packets:

- Lease or Rental Agreement
- Landlord W-9 Form
- Room Rental Allocation Form (DSS-8d)
- CityFHEPS Landlord Information Form Apartment Rentals (DSS-8f)
- CityFHEPS Landlord Information Form Room and SRO Rentals (DSS-8g)
- Landlord Utility Information (DSS-8q)
- Unit Hold Incentive Voucher (HRA-145)
- Security Voucher (W-147N)

After 120 days from the date of the signature, the landlord must provide a document with an updated signature in order for CityFHEPS packets to be submitted and approved.

Effective Immediately

■ RELATED ITEMS:

DSS PB #2021-009 DSS PB #2023-003

ATTACHMENTS:

DSS-8d (E)	Room Rental Allocation Form (Rev. 8/20/2021)
DSS-8f (E)	CityFHEPS Landlord Information Form - Apartment Rentals
	(Rev. 4/13/23)
DSS-8g (E)	CityFHEPS Landlord Information Form - Room and SRO Rentals
	(Rev. 4/13/23)
DSS-8q (E)	Landlord Utility Information (Rev. 2/10/2023)
HRA-145 (E)	Unit Hold Incentive Voucher (Rev. 3/01/2023)
W-147N (E)	Security Voucher (5/16/2022)

Room Rental Allocation Form

Before an individual can move into a room through the CityFHEPS or SOTA programs, the Department of Social Services (DSS) must confirm the following:

- That the individual's move into the apartment will not result in more than three unrelated individuals residing in the apartment in violation of the Housing Maintenance Code;
- That DSS is not making payments on behalf of anyone who is no longer in the apartment;
- That no CityFHEPS or SOTA tenants have moved from their original room to a different room within the apartment that did not have a walkthrough performed by the City; and
- That DSS is not paying rent on behalf of anyone else for the room you are attempting to rent to a new tenant.

Instructions: Complete this form and submit this document along with the room rental packet.

A. Land	llord Inform	ation									
Landlor	Landlord Name						Phone				
B. Prop	erty Addres	S]	
Address	Address						Apartn	ent#			
C. Curr	ent Room A	Allocation									
Room #	Occupied?	HRA Payment?	If yes, To Assistance	nant Nan (CA) Nu	ne and	d Cash if known		Date oved In	in r	oon	e Tenant n indicated nitial lease?
	Y/N	Y/N							Y/N (If N	o, R	oom #)
	Y/N	Y/N							Y/N (If N	o, R	oom #)
	Y/N	Y/N							Y/N (If No, Room #		oom #)
	Y/N	Y/N							Y/N (If No, Room #)		
D. Rep	ort Any Pay	ments For 1	enants No	Longer L	iving l	n The Re	sid	ence			
Room #	Type of	Payment		Former	Tenar	nt Name			Date Le	eft	Possessions in room or Storage?
											Y/N
											Y/N
											Y/N
E. Prop	osed New	Tenant Assi	gnment								
Room #	Tenant Na	ıme									

If you are receiving any payments for tenants who no longer live in the apartment, submit this form to RAProoms@hra.nyc.gov immediately. Payments for the room(s) you are trying to rent must be stopped before a new tenant may move in.

If one of your tenants has moved to a room that did not have a walkthrough performed by DSS, you must submit a walkthrough request for that room in addition to the request for the prospective tenant.

I certify that the information provided on this form is true and accurate the best of my knowledge.

Landlord Signature	Date





CityFHEPS Landlord Information Form – Apartment Rentals

Unit Information

	Address:				
	Name of Owner:				
	The unit indicated a	bove (the "Unit") is being rer	nted for at least a c	one-year period beginning on	
		and endi	ng on:		
-	(the "Rental Agreemer	it Start Date")	(the	"Rental Agreement End Date")	_
Гhe ı	unit is being rented to:		"Drogram Dorticin	oont")	
		(the	"Program Particip	pant)	
Pleas		Form carefully, complete	all applicable fiel	ds, and sign in the space at the	
		Program/In			
HRA	will pay a portion of the	monthly rent∖("CityFHEP\$ R	enta <mark>l A</mark> ssistance S	upplemen: Amount") on behalf of tl	he
eligib	le CityFHEPS household	to rent the Unit. The Progr	arn Participant is re	esponsible for paying any portion of	Í
				nt Amount and their Cash Assistand	
CA)	shelter allowance, if any	. Any contractual relationshi	p will be solely be	tween each tenant participating in t	he
orogi	am and such tenant's la	ndlord participating in the pro	ogram.		
The (CityFHEPS Landlord Red	quirements are set forth in C	hapter 10 of Title 6	68 of the Rules of the City of New	

York and can be found in the CityFHEPS Landlord FAQ, available at http://nyc.gov/dsshousing.

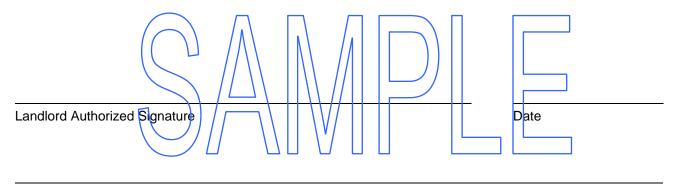
CityFHEPS is similar to Section 8 in that, subject to the availability of funding, it provides assistance, including rental assistance in specified amounts, to landlords and tenants who want to form a landlord-tenant relationship.

Landlord Information

Please select one:	
\square I am the Owner of the unit identified above.	
☐ I am the Registered Managing Agent for the unit i registration with HPD.	dentified above and have attached current proof of
☐ I am authorized to sign this landlord information for identified above and have attached proof of such	
Payment Inform	<u>nation</u>
Checks should be made payable to	on behalf of
(Owner)	
Relationship of Payee to Owner:	_
Payee Phone Number:	_
I understand that I will receive at least the first full month's ren If the Program Participant is moving into a new unit using City following up-front payments (Please select): 3 months of CityFHEPS Rental Assistance Supple	FHEPS, I understand that I can also receive the
If the Unit is being rented with the assistance of a broker, I rep	present that:
(a) The owner is not the broker.	
(b) The owner will not receive any part of the broker's fee dire	ectly or indirectly from the broker.
(c) The premises cannot be rented without the services of the	e broker below:
Broker:	
License Number:	
Address:	

Landlord Requirements

- 1. I understand that to the extent the provisions of Local Law 1 of 2004 are applicable, I must comply with them. To the extent such provisions are applicable, I must comply with New York City Administrative Code §27-2056.8 relating to duties to be performed in vacant units and with New York City Administrative Code §27-2056.4(c), by providing a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the Program Participant. This shall not be construed to impose any additional obligations other than those that already exist under Local Law 1.
- 2. I make the following representations:
 - a) I have the legal authority to rent out the Unit for the period covered by the lease or rental agreement.
 - b) The rent charged in the lease is at or below the legal rent, if any, for the Unit as established by federal, state, or local law or regulations.
 - c) The information I have provided about the utilities for this unit is accurate. If I have misrepresented this information, DSS will reduce the ongoing rent by the appropriate amount and recoup past overpayments.



Print Name and Title

Attachment:

Fix Lead Paint Hazards: What Landlords Must Do and Every Tenant Should Know



CityFHEPS Landlord Statement of Understanding – Room and SRO Rentals

Unit Information

Address:		
Name of Owner:		
	, , ,	r at least a one-year period beginning
(the "Rental Ag	reement Start Date")	(the "Rental Agreement End Date")
	d to:	(the "Program Participant")
HRA will pay a portion eligible CityFHEPS ho the rent that is not cov (CA) shelter allowance	of the monthly rent ("City-HEPs usehold to rent the Unit. The Program of the City-HEPs Rental Assertance of the Unit.	Illy, complete all applicable fields, and, if you understand the space at the bottom. Information Separate Assistance Supplement Amount") on behalf of the organ Participant is responsible for paying any portion of assistance Supplement Amount and their Cash Assistance subject to the availability of funding, the City of New York is
implementing a progra relationship, including	m to provide assistance to landle rental assistance of specified an	lords and tenants who want to form a landlord–tenant mounts. Any contractual relationship will be solely between ant's landlord participating in the program.
	Landlord	d Information
Please select one:		
☐ I am the Owne	er of the unit identified above.	
☐ I am the Regis registration wi		nit identified above and have attached current proof of
	ed to sign this landlord statement ied above and have attached pro	t of understanding and the lease on behalf of the owner of oof of such authorization.

Payment Information

Checks should be made payable to
on behalf of
(Owner)
Relationship of Payee to Owner:
Payee Phone Number:
Checks should be mailed to the following address:
Address:
City: State: Zip Code:
l understand that I will receive at least the first full month's rent up front and:
☐ 3 months of CityFHEPS Rental Assistance Supplement
If the Unit is being rented with the assistance of a broker, I represent that:
(a) The owner is not the broker.
(b) The owner will not receive any part of the broker's fee directly or indirectly from the broker.
(c) The premises cannot be rented without the services of the broker below:
Broker:
License Number:
Address:

Landlord Requirements

- 1. In accordance with CityFHEPS rules, I understand that I must:
 - (a) Not demand, request, or receive any amount above the rent or reasonable fees that are stipulated in the lease or rental agreement;
 - (b) Deem all payments made by HRA on behalf of the Program Participant that are paid in full by the final day of the month, as timely paid, regardless of any provisions in the lease to the contrary;
 - (c) Accept the HRA security voucher in lieu of a cash security deposit and not request any additional security from the client;
 - (d) Not move a household from one unit to another without prior written approval from both HRA and the household;
 - (e) Not rent rooms to more than three unrelated individuals residing in one apartment.
 - (f) Notify HRA within 5 business days of learning that the household no longer resides in the Unit;
 - (g) Notify HRA within 5 business days if any legal proceeding affecting the Program Participant's tenancy is commenced:
 - (h) Notify HRA as soon as reasonably practicable if ownership or management of the premises is changing;
 - (i) Return any payments from HRA for any period that the household was not residing in the Unit;
 - (j) Promptly report and return to HRA any overpayments of rent, including, but not limited to: overpayments caused by inaccurate information provided to us or changes in ownership, payee, and/or management.

Landlord Requirements (continued)

2. I understand that required notifications to HRA must be made in writing to:

CityFHEPS
NYC Human Resources Administration
109 East 16th Street, 10th Floor
New York, NY 10003

I understand that if I have any questions, I may also call 929-221-0043.

HRA will provide me with instructions on how to return any overpayments when such overpayments are reported.

- 3. I make the following representations:
 - a) I have the legal authority to rent out the Unit for the period covered by the lease or rental agreement.
 - b) The rent charged in the lease is at or below the legal rent, if any, for the Unit as established by federal, state, or local law or regulations.
 - c) I have accurately represented the utilities I am providing for this unit and understand that if I have misrepresented what is being provided, DSS will reduce the ongoing rent by the appropriate amount and recoup past over-payments.
- 4. I understand that financial incentives from HRA will not be available for the rental of the Unit where the previous tenant was receiving FHEPS, CityFHEPS or another New York City rental assistance program, unless I can show good cause for not renewing the previous tenant.

 5. I understand that failure to comply with any of the requirements stated above may result in my disqualification from future participation in CityFHEPS and other New York City rental assistance programs. HRA may also pursue any other available legal remedies and, in appropriate circumstances, will refer clients for legal services.

 I have read the above Statement of Understanding carefully and Lunderstand and accept all the terms stated above.

 Landlord Authorized Signature

 Date

Print Name and Title



Landlord Utility Information

Instructions to Landlord:

Landlord Signature

Please identify the utilities available for the available incurred by you or the tenant.	rental unit and whether the expense is	
The unit I am renting is located at (list address):		
Actual Number of Bedrooms: Number of Bedrooms on Shopping Letter: Is this Apartment Rent Stabilized? ☐ Yes ☐ No		
Item Specify Fuel Type	Paid By (check one)	
	Other:	
	Other:	
	Other:	
Other Electric	□ Landiord □ Ten	
I understand that when the tenant incurs the expe DSS will approve will be the fair market rent minu the attached schedules. DSS will pay the full regu amount.	is the Utility Allowance, as shown in	l
I swear or affirm that the information I have provided a lf I have misrepresented this information, DSS will recamount and recoup past over-payments.		
Landlord Name		

<u>DSS Utility Allowance Schedules</u> (see next page for the FHEPS and CityFHEPS Payment Standards)

COOKING GAS AND ELECTRIC (NO ELECTRIC STOVE)								
Number of Bedrooms	0	1	2	3	4	5 or more		
Cooking Gas (\$)	24	27	31	35	39	43		
Electric (\$)	75	85	110	136	162	188		
Total (w/ Cooking Gas & Electric) (\$)	99	112	141	171	201	231		

OIL HEAT AND HOT WATER								
Number of Bedrooms	0	1	2	3	4	5 or more		
Oil Hot Water Only (\$)	28	32	47	61	76	90		
Oil Heat Only (\$)	91	107	122	137	153	168		
Total (Oil Heat & Hot Water) (\$)	119	139	169	198	229	258		

GAS HEAT AND HOT WATER							
Number of Bedrooms	o		2	3	4	5 or more	
Gas Hot Water Only (\$)	/18	21	31	40	50	59	
Gas Heat Only (\$)	60	70	81	90	100	110	
Total (Gas Heat & Hot Water) (\$)	//78	91	112	130	150	169	

ELECTRIC HEAT AND HOT WATER								
Number of Bedrooms	0	1	2	3	4	5 or more		
Electric Hot Water Only (\$)	28	33	42	52	61	70		
Electric Heat Only (\$)	58	68	87	106	125	144		
Total (Electric Heat & Hot Water) (\$)	86	101	129	158	186	214		

ELECTRIC						
Number of Bedrooms	0	1	2	3	4	5 or more
Including Electric Cooking Range (\$)	86	98	129	161	193	225

FHEPS and CityFHEPS Payment Standards

Maximum Rent Amounts

Family Size	Unit Size	All <u>Utilities</u> Included	Without Cooking Gas & Electric	With Cooking Gas Only	With Electric Only	<u>No</u> <u>Utilities</u> Included
1	*SRO	\$1,751	\$1,652	\$1,676	\$1,727	\$1,574
1	0 (Studio)	\$2,335	\$2,236	\$2,260	\$2,311	\$2,158
1 or 2	1	\$2,387	\$2,275	\$2,302	\$2,360	\$2,184
3 or 4	2	\$2,696	\$2,555	\$2,586	\$2,665	\$2,443
5 or 6	3	\$3,385	\$3,214	\$3,249	\$3,350	\$3,084
7 or 8	4	\$3,647	\$3,446	\$3,485	\$3,608	\$3,296
9 or 10	5	\$4,194	\$3,963	\$4,006	\$4,151	\$3,794
11 or 12	6	\$4,741	\$4,510	\$4,553	\$4,69 8	\$4,341
13 or 14	7	\$5,288	\$5,057	\$5,100	\$5,245	\$4,888
15 or 16	8	\$5,835	\$5,604	\$5,647	\$5,79 2	\$5,435
17 or 18	9	\$6,382	\$6,151	\$6, ¹ 94	\$6,339	\$5,982
19 or 20	10	\$6,929	\$6,698	\$6,741	\$6,886	\$6,529

^{*} SRO only applies to CityFHEPS



Unit Hold Incentive Voucher

The New York City Human Resources Administration ("HRA") will provide an additional check for the equivalent of one month's rent (in the amount listed below) as an incentive for holding the apartment while HRA completes the approval process. This voucher must be submitted as part of a rental assistance housing packet and the incentive check will be provided along with all other initial rent and bonus payments.

Approval of the packet is conditioned on, among other things:

- The tenant continuing to be otherwise eligible for the rental assistance program;
- The apartment passing any applicable inspection or safety and habitability assessment;
- The landlord submitting all applicable rental documents for HRA approval; and
- HRA confirming that it is not already making payments for this apartment or unit on behalf of anyone who is no longer residing there.

This voucher is available to landlords renting apartments to CityFHEPS and HRA HOME TBRA clients, FHEPS clients moving out of a DSS shelter, and veterans moving out of DHS shelter with a VASH voucher. It may also be available in other limited circumstances. If the tenant ultimately does not move into the apartment following lease signing, the incentive must

be refunded (call 718-557-1399).						
A. Landlord or Management Company Information						
Name	Phone					
Address \(\)						
City	Zip	Code				
Check One: Landlord Management						
B. Rental Unit						
Address	Apartmen	ıt#	Monthly Rent			
C. Tenant (only one Household may be selected per ap	artment)					
C. Tenant (only one Household may be selected per ap	artment) Rental As	sistan	се Туре			
	,	sistan	ce Type			

vacant. I agree not to lease the unit to any other third-party while the application is being processed.

By signing below, I understand that nothing in this document creates a legally enforceable agreement or guarantee by HRA.

Landlord/Authorized Agent's Name		
Landlord/Authorized Agent's Signature	Date	

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Date:	
Case Number:	
Case Name:	
Center:	

Security Voucher

This security voucher guarantees that the Human Resources Administration (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 damage to it. The landlord must submit proof of the unpaid rent and/or damage 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.

The Human Resources Administration (HRA) does not issue cash security deposits. Instead, the Agency is issuing this Security Voucher. Please be advised that refusal to accept this voucher in lieu of a security deposit may constitute source of income discrimination under the NYC Human Rights Law Sec. 8-107(5)(a)(1)-(2).

This Security Voucher is issued by the New York City Department of Social Services (NYCDSS), having its principal offices at 150 Greenwich Street, New York, NY 10007, to:

offices at 130 Greenwich Street, New York,	111 10007, to.
Name of Landlord:	
Landlord's Address; \	
City:	
Address:	the participant/lenant located at (include proof of ownership): Apt.
City:	State: Zip:
regarding the participant/tenant listed below	:
Participant/tenant:	
to secure the landlord against non-payment premises ("Premises") to the above-named payment of this Security Voucher by the lan participant/tenant vacating the premises. The on page two of this form and cannot exceed	ant to Social Services Law Sec. 143-c and 18 NYCRR 352.6 and 381.3, of rent and/or damages as a condition of renting the above-identified Cash Assistance participant/tenant ("Participant/Tenant"). A claim for the dlord must be made after, and within three months of, the se claim must be made by the full completion and execution of the Claim the amount of the Tenant's monthly rent which is \$ ance of the Security Voucher in lieu of a cash security deposit by signing
Landlord's/Authorized Agent 's Name (print)	:
	Date:
(This voucher is not valid until it has bee	n fully completed and authorized in the "For HRA Use Only" section b
For HRA Use Only:	
Supervisor's Name (Print):	
Supervisor's Signature:	Date:

Landlord's Claim for Security Voucher Payment

I (we), the Landlord(s) of the prem	ises described on pag	ge 1 of this for	m, certify that	
			, , <u>——</u>	tenant/participant name
has vacated the apartment located	at	Apt	on or about	and occupied the
apartment within three months price	or to the date of this c	ertification.		
I hereby request that the security v	oucher be paid to me	e for the reaso	n specified below	
☐ Tenant/Participant defa		· · · · · · · · · · · · · · · · · · ·	Month/Yea	(provide court
☐ Tenant/Participant cau damage[s]: e.g., photo	•	_		and also include proof of
"I,, above is true and complete.	hereby swear/affirm,	under penalty	of perjury, that the i	information I have given
	(Signature of Landlo	rd or Office of	Corporation)	
	(Print Name)			
Subscribed and sworn to/affirmed	before me this			(Date)
				(Signature)
				(Notary Seal)"
Please submit the following items proof of ownership (of the p documentation of unpaid re to verify the damage(s) to the repairs, etc.) Please and delimits Officials Officials	remises); and nt (e.g., court judgme ne apartment and the	nt or stipulatio	on, landlord breakdo s (e/g., photographs	wn, etc.) or documentation , estim ates, receipts for
\ \P\O	ce of Central Proces Box 02-9121, Brook oklyn, NY 11202-99	lyn GPO		
•	R) submit via email a <u>.F@hra.nyc.gov</u>	ıt		