



## Employment Incentive Housing Program (EIHP) Rider to Lease

**RIDER to Lease** between \_\_\_\_\_ and \_\_\_\_\_  
(Landlord) (EIHP Tenant)

dated \_\_\_\_\_.

The Landlord and the EIHP Tenant agree that in the event of any conflict between the provisions of this Rider and the Lease, the provisions of this Rider shall prevail.

The EIHP Tenant agrees that as long as he/she is a participant in the EIHP, and in receipt of Cash Assistance, and as credit against the rent obligation under the Lease, he/she will authorize payment directly to the Landlord of the EIHP Tenant's ongoing monthly Cash Assistance shelter allowance. The Landlord acknowledges that the amount of the EIHP Tenant's Cash Assistance shelter allowance is subject to all applicable Cash Assistance laws and regulations.

The EIHP Tenant agrees that as long as he/she is a participant in the EIHP, and in receipt of Cash Assistance, and as credit against the rent obligation under the Lease, he/she will authorize payment directly to the Landlord of the EIHP Monthly Rent Supplement provided the EIHP Tenant under the EIHP. The Landlord acknowledges that the amount and duration of the EIHP Tenant's EIHP Monthly Rent Supplement is subject to all applicable rules and requirements of EIHP.

The Landlord and EIHP Tenant understand that the Landlord has an agreement with the City of New York Human Resources Administration (HRA) regarding the Landlord's participation in the EIHP. HRA has the right to terminate its agreement with the Landlord if the Landlord materially violates its obligation under this agreement. If this happens, then the EIHP Tenant has the right (but not the obligation) to terminate the Lease.

- The Landlord agrees that, for a period of twenty-four (24) months during an EIHP tenancy, including a successor EIHP tenancy, the rent of the EIHP Tenant or any successor EIHP Tenant, shall not exceed the rent provided for in the Lease.
- The Landlord agrees that, for a period of twenty-four (24) months during an EIHP tenancy, including a successor EIHP tenancy, the rent of the EIHP Tenant or any successor EIHP Tenant, shall not exceed the rent provided for in this Lease. The EIHP Tenant shall have the right to renew the Lease for an additional year (provided the EIHP Tenant continues to participate in EIHP) and, if the EIHP Unit is not subject to the rent stabilization law, the increase in monthly rent, if any, applicable to the renewal period shall be the greater of (a) five percent (5%) of the monthly rent in effect for the initial two-year term, or (b) the rent increase that would be allowed were the apartment subject to rent stabilization.

The Landlord represents that the subject apartment (EIHP Unit) (Check one )

is subject to rent stabilization.  is not subject to rent stabilization. \_\_\_\_\_ (Initial here)

The Landlord represents that the subject apartment's State Division of Housing and Community Renewal's (DHCR)

building registration identification number is \_\_\_\_\_. \_\_\_\_\_ (Initial here)

The Landlord warrants and represents that the EIHP Unit, at \_\_\_\_\_,

Apartment # \_\_\_\_\_, was leased to the EIHP Tenant at a rental of \$ \_\_\_\_\_ per month by WRITTEN

Lease (EIHP Lease) on \_\_\_\_\_, \_\_\_\_\_ directly prior to the occupancy by this EIHP Tenant, and further states that the EIHP Unit is or is not subject to the rent stabilization law as indicated above. If the EIHP Unit is subject to rent stabilization, the Landlord warrants and represents that the rental provided in this Lease is at or below the lawful stabilized rent and that the DHCR registration number for these premises is accurately stated above.

If the EIHP Unit is subject to rent stabilization, the Landlord shall, unless it has already done so, will promptly register the rent and services of the EIHP Unit with DHCR. **Attention: Rent Registration Unit. If this EIHP Unit was rented after it had been initially registered, the Landlord shall register the rent and services with DHCR at the time of filing the annual registration.**

The Landlord agrees to notify HRA of the commencement of any legal proceeding affecting the EIHP Tenancy or this Lease by serving the Commissioner of HRA at: Human Resources Administration, Office of Legal Affairs, 180 Water Street, 17th floor, New York, New York 10038.

### Landlord's Acknowledgment

If the EIHP Unit is subject to the rent stabilization law, the "Rent Stabilization Rider for Apartment House Tenants in New York City" is incorporated herein by reference and is made part of this Lease.

\_\_\_\_\_ Date \_\_\_\_\_ Landlord

\_\_\_\_\_ EIHP Tenant

### Individual Acknowledgment

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, before me and to me known

\_\_\_\_\_ personally appeared, executed and acknowledged the foregoing Agreement freely and as a voluntary act for the uses and purposes therein mentioned.

SAMPLE

\_\_\_\_\_  
Notary Public

### Partnership Acknowledgment

On this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, personally appeared, before me

\_\_\_\_\_ known to me to be a member of the firm of

\_\_\_\_\_ and known to me to be the person described in and who executed

the foregoing Agreement in the firm of \_\_\_\_\_ for the purpose and uses therein mentioned.

\_\_\_\_\_  
Notary Public

### Corporation Acknowledgment

STATE OF NEW YORK, COUNTY OF \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, deponent \_\_\_\_\_,

personally appeared before me, to me known, who, being by me duly sworn, did depose and say that the deponent resides at \_\_\_\_\_,

that the deponent is the \_\_\_\_\_ of \_\_\_\_\_ the

Corporation described herein and which executed the foregoing Agreement; that deponent knows the seal of said Corporation; that the seal affixed to the foregoing Agreement is such Corporation seal; that is was so affixed by order of the Board of Directors of said Corporation; and that the deponent signed deponent's name by the same order.

\_\_\_\_\_  
Notary Public