



Department of Human Services
Monroe County, New York

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Renting to:

***MONROE COUNTY
TEMPORARY ASSISTANCE
CLIENTS***

2014

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RENTING TO TEMPORARY ASSISTANCE CLIENTS

As an owner or manager of rental property in Monroe County, you may encounter prospective tenants who are recipients of Temporary Assistance. While federal and state laws do not require you to rent to individuals and families who receive Temporary Assistance, it is to your advantage to assess each applicant on an individual basis regardless of source of income. The purpose of this publication is to describe the procedures and regulations of the Monroe County Department of Human Services as they apply to renting to Temporary Assistance clients.

What are the Monroe County Department of Human Services legal responsibilities to landlords who rent to recipients of Temporary Assistance?

The legal relationship is between the landlord and his or her tenant. The Department is responsible for honoring the Landlord Tenant Security Agreement process, and for issuing direct rents when authorized, or required.

What is the Monroe County Department of Human Services commitment to landlords who rent to recipients of Temporary Assistance?

The Department is committed wherever appropriate and legally possible to working in collaboration with landlords to provide affordable quality housing for tenants who are recipients of Temporary Assistance.

The Department is committed to operating in as an efficient and professional manner as possible. In the Department's efforts to achieve this goal it is continuously reviewing its processes and procedures and taking corrective actions when warranted.

INCOME OF TEMPORARY ASSISTANCE RECIPIENTS

Individuals and families in receipt of Temporary Assistance receive a monthly grant which includes a basic living allowance and a shelter allowance. These allowances are determined by family size and whether or not heating costs are included in the rent. The following tables illustrate how the grant amounts are calculated.

Effective 10/01/12

Monthly Temporary Assistance Grant - Heat Included in the Rent			
Family Size	Basic Allowance	Rent Allowance	Monthly Grant
1	183.00	257.00	440.00
2	291.00	298.00	589.00
3	389.00	343.00	732.00
4	501.00	374.00	875.00
5	618.00	405.00	1,023.00
6	714.00	420.00*	1,134.00*
7	811.00	438.00*	1,249.00*
8	909.00	477.00	1,386.00

* These amounts are \$2.00 less per month if no children are in the household.

Effective 10/01/12

Monthly Temporary Assistance Grant - Heat Not Included in the Rent				
Family Size	Basic Allowance	Rent Allowance	Heat Allowance (Gas)	Monthly Grant
1	183.00	257.00	54.00	494.00
2	291.00	298.00	54.00	643.00
3	389.00	343.00	54.00	786.00
4	501.00	374.00	56.00	931.00
5	618.00	405.00	58.00	1,081.00
6	714.00	420.00*	63.00	1,197.00*
7	811.00	438.00*	67.00	1,316.00*
8	909.00	477.00	71.00	1,457.00

* These amounts are \$2.00 less per month if no children are in the household.

When actual rent exceeds the rent allowance, funds from the client's basic allowance must be used to make up the difference. Even though the total monthly grant amount is greater when a client resides in a unit where heat is not included in the rent, the client must also pay monthly heating costs from the total grant amount.

Landlord Statement (MCDSS-236)

When you rent to a recipient of Temporary Assistance a Landlord Statement (Attachment #1) must be completed and signed by both you and the tenant. The completed form must be turned into the Department of Human Services (DHS) for review and to be processed. If anyone other than the property owner is completing the Landlord Statement they **MUST** supply a copy of the Management Agreement, LLC, Trust or other authorizing paperwork outlining who is authorized to sign the Landlord Statement and receive rents. The Landlord Statement will not be processed without this information.

DIRECT RENT

Direct rent is a process whereby rental payments are deducted from the client's Temporary Assistance grant and sent directly to you as the property owner or manager of the rental unit. Direct rent payments are generally received by the 10th of the month. One check is issued for each vendor, included with the check will be information that details the specific remittance for each client.

Vendor Numbers

Direct rent payments are issued through the use of a vendor number established for this purpose with the Department of Human Services. An application for a vendor number is obtained from DHS the first time direct rent is being requested. The vendor number identifies the landlord in the DHS payment system and once established, is valid indefinitely. The vendor number is specific to the landlord, not to the tenant.

Changes in Direct Rent Payments

The amount of the monthly Temporary Assistance grant may fluctuate due to many factors such as changes in household composition or household income. These budgetary changes may result in reduction or discontinuance of direct rent. In all situations, the client is and remains responsible for payment of rent. Any overpayments or extra payments made to the landlord through Agency error or otherwise are to be returned to this Department. Failure to do so may result in either civil litigation or recoupment of monies owed.

The Department of Human Services communicates with landlords regarding the status of direct rent payments by mailing the DHS 989 form. MCDHS uses a system that automatically generates a DHS 989 MCDHS based on activity on the client/tenant's case. For example when a case is closed, a worker authorizes a new rent line or changes an existing rent line the system will automatically generate a DHS 989. This system generated DHS 989 is mailed to the landlord within two business days of when the work is completed.

PROPERTY VIOLATIONS

The City of Rochester Bureau of Neighborhood Service Centers (NSC) issues a Notice and Order to the property owner when it has been verified that major health and safety violations exist on an inspected property. If you receive such a notice, the violations should be corrected immediately. You should also schedule a re-inspection so that the inspectors can verify that the violations have been corrected. The Department of Human Services works closely with the City in monitoring the status of violations.

Current Tenants - DHS will begin the rent withholding process if major health and safety violations are not corrected promptly upon notification

New Tenants - No rent will be issued if a new tenant moves into a unit where major health and safety violations exist. Issuance of rent will be considered once the violations have been corrected. Retroactive rent payments for months in which the property was in violation will not be issued.

LANDLORD TENANT SECURITY AGREEMENT

Tenants in receipt of Temporary Assistance may have difficulty paying a cash security deposit. A Landlord Tenant Security Agreement may be issued in lieu of a cash security deposit and protects the landlord against client-caused damages and unpaid rent. This agreement must be requested as a condition of tenancy when completing a Landlord Statement (MCDSS 236) for a prospective tenant. If approved, staff at DHS will complete the Landlord Tenant Security Agreement and obtain the necessary agency representative's signature before mailing the agreement to the Landlord. If two (2) copies of the Landlord Tenant Security Agreement, signed by the Agency's authorized representative, are not received within a week of when you receive the DHS - 989 please contact the Department as soon as possible.

The landlord and tenant must also sign the agreement. Once you have secured the Client/Tenant's signature a copy should be given to the Client/Tenant and the original should be retained for your records. Please note that the Landlord Tenant Security Agreement is not valid unless the Client/Tenant has signed the Landlord Tenant Security Agreement.

If it becomes necessary to file a claim you will need to send the original of the Landlord Tenant Security Agreement form in with your claim. Please do not send the Landlord Tenant Security Agreement to this Department until you are filing a claim for unpaid rent and/or damages.

If the Landlord Tenant Security Agreement will be used to secure the property against Client/Tenant caused damages a Move-in inspection must be completed. A move-in inspection must be conducted before the client moves in. Claims for damages must also include a Move-out inspection and sufficient proof of the cost of repairs, including receipts, invoices and/or written and signed estimates.

Please note that a Landlord Tenant Security Agreement is made in lieu of the Landlord accepting a cash security deposit, the acceptance of any amount towards a cash deposit from the Client/Tenant will render this agreement null and void.

A Landlord Tenant Security Agreement cannot be authorized for an existing tenant even if no cash security was collected when the client first moved in. A Landlord Tenant Security Agreement also cannot be authorized if major health and safety violations exist. No claim will be approved if at the time the claim is filed the property is uninhabitable, or the rent is being withheld by the Agency due to Health and Safety violations.

If the property is sold during the client's tenancy and a Landlord Tenant Security Agreement is currently in effect it is transferable to the new owner.

Move-In Inspections

If the Landlord Tenant Security Agreement will be used to secure the property against Client/Tenant caused damages a Move-in inspection must be completed. Claims for damages must also include a Move-out inspection and sufficient proof of the cost of repairs, including receipts, invoices and/or written and signed estimates.

Damages During Tenancy

A claim for tenant caused damages under the Landlord Tenant Security Agreement can be filed only after the tenant vacates the unit. Routine damage repairs should be deferred until the client has vacated and the damages have been documented at the Move-Out Inspection. Should damages occur during the client's tenancy which must be repaired immediately, the costs of those repairs, if properly documented, can be included in the claim when filed. Repairs costing less than \$100.00 can be documented by having the tenant sign a work order specifying the required repair and cost. If the cost of repairs exceeds \$100.00, an Interim Inspection must be conducted before the work is done. The signed work order or Interim Inspection and related verification of repair costs should be included when the claim is filed after the tenant has vacated the unit.

To schedule a Move-in, Move-out or Interim inspection contact:

The Housing Council at their website at www.RocLandlords.com, or by phone at (585) 546-3700 ext. 3010

Landlord Tenant Security Agreement Claim Process

The landlord may file a claim for payment under the Landlord Tenant Security Agreement when the client vacates the unit if there are tenant-caused damages or unpaid rent. A claim is filed by submitting a Landlord Tenant Security Agreement Application (Attachment #2) with supporting documentation to ensure that the claim is processed as promptly and efficiently as possible.

Claim Guidelines:

- ❖ All claims must include the original copy of the Landlord-Tenant Security Agreement.
- ❖ The agreement must have been signed at the time it was issued by the Agency, landlord and tenant.

- ❖ All claims must be submitted within 30 days of the tenant vacating the property.

- ❖ All claims must be submitted within 90 days of the Temporary Assistance case closing. It is the tenant's responsibility to notify the landlord of terminated benefits.

- ❖ Please note that all claims must be filed within the above time frames, even if the work has not been completed and/or all documentation has not been obtained.

- ❖ The Landlord Tenant Security Agreement does not guarantee a 30-day notice to vacate the property. It is the responsibility of the client/tenant, not DHS to provide that notice.

- ❖ No rent can be paid for any period of time that the tenant was not in receipt of Temporary Assistance.

- ❖ The Agency shall not be liable for the nonpayment of rent and/or damages if the Client/Tenant does not have the ability to pay current and/or future rent (even after applying the full amount of their public assistance benefit) by the date that the Client/Tenant enters and takes possession of said premises as a tenant.

- ❖ The Agency shall be liable for the nonpayment of rent and damages under the terms of this Agreement only for the period of time the Client/Tenant was actually occupying the premises. In no event will Agency liability for the nonpayment of rent extend beyond the closing date of the Client/Tenant's public assistance case.

- ❖ The maximum value of the Landlord - Tenant Security Agreement is equal to two months agency maximum shelter allowance, not actual rent. (See chart on page 8)

- ❖ The Security Agreement covers DAMAGES, not wear and tear.

- ❖ Claims for tenant caused damages must be accompanied by:
 - ◆ Move-In and Move-Out Inspection reports
 - AND
 - ◆ For Contractor or Management Company Repairs - An itemized invoice or estimate showing each item of repair with cost of labor and materials clearly indicated for each item.(Attachment #3)
 - OR
 - ◆ For Landlord Repairs - An itemized list showing each item of repair with hours of labor and material costs clearly indicated for each item and accompanied by receipts for materials and supplies. If the repair has not been completed an itemized estimate of as outlined above can be submitted.

Former tenants are routinely notified when a claim is filed and are given the opportunity to provide any information which may be useful in making a proper claim determination. In most instances, tenants are held accountable for the damages or unpaid rent issued under the Landlord Tenant Security Agreement and claim payments may be deducted from the tenant's future Temporary Assistance benefits.

Maximum Claim Payments

Claims submitted according to the guidelines above will be approved for payment of the actual cost of unpaid rent and/or tenant-caused damages subject to a combined limit equal to two months agency maximum shelter allowance as determined by family size.

MAXIMUM CLAIM PAYMENTS		
Family Size	Agency Maximum Rental Allowance	Maximum Claim Payment
1	257.00	514.00
2	298.00	596.00
3	343.00	686.00
4	374.00	748.00
5	405.00	810.00
6	420.00*	840.00
7	438.00*	876.00
8	477.00*	954.00

* These amounts are \$2.00 less per month if no children are in the household.

RENTAL LISTING

The Housing Council provides a low cost listing service of available rental units which is updated on Tuesdays and Thursdays. The listing is widely circulated and reaches a high volume of prospective tenants. If you are interested in listing available rental units you can contact the Housing Council at 546-3700, or visit their landlord website at www.RocLandlord.com and go to "advertising unit".

You can also contact the DHS's Housing Unit directly by:

- Phone: (585) 753-6687
- Fax: (585) 753-6078
- E-mail: dfa2a26.sm.erhous@dfa.state.ny.us

The information that will be needed is:

- Location of the unit
- Number of bedrooms
- Cost of the unit
- Will you accept a Landlord-Tenant Security Agreement
- Your contact information (name, phone number, e-mail address)

LANDLORD HOTLINE

The DHS's Housing Unit is available to assist you with issues involving tenants in receipt of Temporary Assistance as well as any of the procedures discussed above. Inquiries may be directed to the Landlord Hotline at 753-6034.

VENDOR NUMBER QUESTIONS

Landlords may contact the Temporary Assistance work group that has their tenant's case for questions regarding rent checks not received by the tenth of the month. Landlords need to contact Accounts Payable at 753-6665 to change vendor information or to initiate a stop payment order.

CONTACT INFORMATION FOR ACTIVE AND PENDING TEMPORARY ASSISTANCE CASES

Pending Temporary Assistance Cases:

- By e-mail- dfa2a26.sm.monroe.intakeII@dfa.state.ny.us
- By fax – 753-5315
- By phone – call 753-2780

Active Temporary Assistance Cases

- By e-mail at- dfa2a26.sm.TA.Customer.Service@dfa.state.ny.us
- By fax – 753-6305
- By phone –
 - If the last name of case starts with A-DZ - call 753-2766
 - If the last name of case starts with E-LE - call 753-2767
 - If the last name of case starts with Lf-Rod - call 753-2768
 - If the last name of case starts with Roe-Z - call 753-2769



DEPARTMENT OF HUMAN SERVICES LANDLORD STATEMENT
TO BE COMPLETED BY LANDLORD
THIS IS NOT A CONTRACT - ALL QUESTIONS MUST BE ANSWERED

Please check one:

- New Move
Add On
Rent Increase
Other:

Client name (print): Case Number: Move in Date:
Address of Property: City/Town: State: Zip:

Check type of Dwelling

- Apartment (#) House
Hotel/Motel Trailer
Rooming House Room in Private House
Amount of Monthly Rent \$ Client's Share \$
If Increase, effective Date
Is rent past due? Yes No If yes, how much:

Check the items below that ARE included in the rent:

- Heat Water/Sewer
Electric Cooking Fuel
Stove Refrigerator
Furniture Meals #

If heat is NOT included in rent check, type of FUEL used:

- Natural Gas Wood
Electricity Oil
Propane Other
Separate Meter for each apartment? Yes No

Does Furnace Heat: Apartment Only or Entire House?

Is Rent Subsidized? No Yes Name of Subsidizing Agency

Name of Person Paying Rent Total number of people residing in dwelling

List ALL Residents in Property - (even if that tenant is not applying)

Table with 5 columns: Name of tenants, Relationship, How long they have lived there?, Type of income/Source of income, Case #

THE TENANT IS AND REMAINS RESPONSIBLE FOR PAYMENT OF RENT.

DHS IS NOT RESPONSIBLE FOR NOTIFYING THE LANDLORD OF A TENANT'S INTENTION TO VACATE THE PROPERTY.

IT IS THE TENANT'S RESPONSIBILITY TO NOTIFY THE LANDLORD WHEN VACATING THE PROPERTY.

Have you accepted a cash security deposit? Yes No

Are you requesting a DSS Landlord/Tenant Security Agreement? Yes (*Please read the directions on the back of this form) No

Are you requesting rent be paid directly by DSS? Yes (Vendor #) No

If you have any questions, you may call our Landlord Hotline at (585) 753-6034. / To Obtain a Vendor Number, Call: 753-6665.

Property owner's name (print) Day Phone

Landlord/Authorizing Agent Signature Date

Address Day Phone

City State Zip Evening Phone

Client Signature Date Day Phone

If anyone other than the Property Owner, you MUST supply a copy of the Management Agreement, LLC, Trust or other authorizing paperwork outlining who is authorized to sign and receive rents. The LL Statement will not be processed without this information.

- THIS SECTION FOR DEPARTMENT USE ONLY -

Violations RGE UVR UTX Assessor Address Split L/L Contacted Landlord/Tenant Approved Y N

Type of Dwelling Sgl Mult If no, why?

Date Received Unit/Worker

Address of Property: _____ City/Town: _____ State: _____ Zip: _____

Case Number:

Attention Property Owner

Please note that rent and/or a Landlord Tenant Security Agreement (LTA) can not be authorized if the premises has been cited for health and safety violations.

If you are requesting a Landlord Tenant Security Agreement (LTA) a Move-in inspection is required when an LTA is being used to secure the premises against Client/Tenant caused damages. You may schedule a Move-in inspection up to 14 days in advance of the anticipated move in date. If for some reason your prospective tenant does not move in the inspection will be valid for 30 days.

To schedule an inspection contact:

Contact the Housing Council at their website at www.RocLandlords.com, or by phone at (585) 546-3700- ext. 3010

If your request for an LTA is approved the Client/Tenant's worker will send you two (2) copies of the LTA. Once you have secured the Client/Tenant's signature on the LTA a copy should be given to the Client/Tenant and the original should be retained for your records. If it becomes necessary to file a claim on this agreement you will need to send a copy of this form in with your claim. Please **do not** send a copy of the LTA to this Department **until** you are filing a claim for unpaid rent and/or damages.

Please note that the Landlord Tenant Security Agreement is **not** valid unless the Client/Tenant has signed the Landlord Tenant Security Agreement.



MONROE COUNTY DEPARTMENT OF HUMAN SERVICES

QUALITY HOUSING UNIT

111 WESTFALL ROAD

ROCHESTER, NEW YORK 14620

SECURITY AGREEMENT CLAIM APPLICATION

Date _____

Tenant: Name (Last, First) _____ **Case Number** _____

Claim Address: Number _____ Street _____ Apt. _____

City _____ State _____ Zip Code _____

Landlord: Name _____ Address _____

City _____ State _____ Zip _____ Phone _____ **Vendor Number** _____

Move In Date _____ **Move Out Date** _____ **Number in Household** _____

Total Amount of Damages Claimed (not including unpaid rent) _\$ _____

Monthly Rent Amount _\$ _____ **Total Amount of Unpaid Rent Claimed** _\$ _____

Breakdown of Unpaid Rent: Mo/Yr _____ Amt Owed _____ Mo/Yr _____ Amt Owed _____

Mo/Yr _____ Amt Owed _____ Mo/Yr _____ Amt Owed _____ Mo/Yr _____ Amt Owed _____

PLEASE CHECK ITEMS ENCLOSED. SUBMIT ORIGINAL COPIES OF REQUIRED FORMS. Retain a copy for your records.

- _____ Landlord-Tenant Security Agreement signed by landlord and tenant.
- _____ Move-In Inspection completed by City Inspector (Move in before May 2010) or The Housing Council (after May 2010) , signed by landlord and tenant (city properties.)
- _____ Move-In Inspection completed by landlord and tenant or KMS Properties if Move-In was after April 2010 (suburban properties.)
- _____ Move-Out Inspection completed by The Housing Council, signed by landlord and tenant
- _____ Verification of cost of repairs:
- _____ Contractor or Management Company Repairs: Itemized invoice showing each item of repair with cost of labor and materials clearly indicated for each item.
- _____ Landlord Repairs: Itemized list showing each item of repair with hours of labor and material costs clearly indicated for each item and accompanied by receipts for materials and supplies.
- _____ Eviction warrant and judgment, if applicable.

**** PLEASE NOTE ****

If all required information is provided, claims should be processed in six to ten weeks. Omission of required information may delay processing and/or result in denial of the claim.

The tenant will be provided with an opportunity to contest the claim and has the right to have this matter reviewed by an Administrative Law Judge. Should the tenant contest the claim, you may be required to testify at the hearing.

FOR OFFICE USE ONLY

New Address _____ Zip _____ Unit/Worker _____ / _____

In HH _____ Case Status: Active _____ Date Closed _____ 297 Sent _____ Reply _____

Add Info Date _____ Requested _____ Client Review _____

TA File Requested _____ Reason _____ Received _____

Disposition: Denied _____ Reason _____

Approved _____ (Rent _____ Damages _____) Amount Paid _____

EXAMPLE

LANDLORD TENANT AGREEMENT CLAIM INVOICE FOR DAMAGES REPAIRED

DATE OF INVOICE: _____
 ADDRESS WHERE WORK DONE: _____
 CASE NAME: _____ CASE #: _____
 CONTRACTOR NAME: _____
 CONTRACTOR ADDRESS: _____
 OWNER / AGENT NAME _____

APT: _____ Up Down Front Rear
 MOVE OUT DATE: _____
 CONTRACTOR PHONE #: _____
 VENDOR # _____ PHONE _____

DESCRIPTION OF REPAIRS <i>(Please give details of repairs or replacements for each item)</i>	Please show # of items repaired per room										LABOR HOURS	LABOR RATE	MATERIAL COST (ATTACH DETAILED RECEIPTS)	TOTAL
	U N I T	K I T C H E N T R Y	B A T H R O O M S	H A L L S	L I V I N G R O O M S	D I N I N G R O O M S	B E D R O O M S	B E D R O O M S	B E D R O O M S	B E D R O O M S				
LOCKS														
DOORS														
WINDOWS														
SCREENS														
LIGHTS														
RAILING/STAIRS														
WALLS														
CEILING														
FLOOR														
COUNTERTOPS														
CABINETS														
CLOSETS														
STOVE														
REFRIGERATOR														
FAN/EXHAUST HOOD														
DISHWASHER														
SINK														
FAUCET														
DISPOSAL														
DRAPES/RODS/BLINDS														
TUB/SHOWER														
TILE/GROUT														
TOWEL BAR														
TISSUE HOLDER														
SMOKE DETECTORS														
OTHER														

OWNER'S SIGNATURE: _____

CONTRACTOR'S SIGNATURE: _____