



ANDREW M. CUOMO
Governor

NY Rising Manufactured Home Community Resiliency Program

Guide to Acceptable Rental Agreements & Leases

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NY Rising Manufactured Home Community Resiliency Program

Applicants in the Manufactured Home Community Resiliency Program (the “Program”) who select the Rental Assistance option are eligible to receive funds to lease a rental housing unit for 42 months, based on the United States Department of Housing and Urban Development’s Fair Market Rent for the county to which they are relocating. The rental unit you relocate to **must be located in New York State, within 100 miles of the Ba Mar Manufactured Home Community, and situated outside of the floodplain**, unless a hardship exception is granted at the Program’s discretion.

To receive your full Rental Assistance award, you must provide the Program with an acceptable lease or rental agreement. A lease is a contractual agreement between a tenant and a property owner regarding the use of a rental unit. A lease outlines the agreements between a tenant and property owner concerning the rights and obligations of both parties. This fact sheet outlines the components of what the Program considers to be an acceptable lease.

NOTE: In order to receive your full Rental Assistance award, you must execute an acceptable lease for a term of at least twelve months.

Apartment and Use: An acceptable lease lists the exact address of the rental unit and includes an apartment number, if applicable.

Length of Lease: An acceptable lease identifies the term of a lease, including a start date and an end date. The lease should also contain tenant remedies in the event of landlord non-compliance.

Rent: An acceptable lease establishes the rate for renting the unit. The lease should state the frequency at which the tenant must pay the property owner (weekly, biweekly, monthly, etc.), the date that which the rent is due (first day of the month, etc.), and the method by which the rent is paid (check, cash, etc.).

Security Deposit: An acceptable lease may require a tenant to pay the property owner a security deposit. If this is required, the lease agreement must confirm that the property owner will return the full amount of the security deposit upon the end of the lease provided the rental unit is in the same condition as when the tenant first occupied it.



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Inability to Move In: An acceptable lease addresses circumstances in which reasons beyond the property owner's control prevent them from letting the tenant move in on the agreed start date of the lease. The lease will start on the date that the tenant can move in. The lease should state that the tenant is not required to pay rent until this date.

Captions: An acceptable lease confirms that in the event of a dispute regarding the lease agreement, the original lease document, rather than any captions or auxiliary documents, will be relied upon to resolve the conflict.

Warranty of Habitability: The Program will not accept a lease without a Warranty of Habitability. A Warranty of Habitability should read similarly to this sample clause:

- A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment and the Building are fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.
- B. You will do nothing to interfere or make more difficult Owner's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

This document outlines the minimum standards of lease that the Program will accept. The Program strongly encourages you to review your entire lease agreement to ensure that you understand your rights and obligations as a tenant of the rental unit you wish to relocate to.