



Strengthening Homes,
Communities
and Lives

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LANDLORD ASSISTANCE PROGRAM 2021 APPLICATION

RUPCO Inc. is administering funds provided by Enterprise Community Partners to support our mission to keep New Yorkers housed by providing financial assistance to Landlords agreeing to keep rents stabilized for 2-5 years. Assistance can be applied to eligible repairs, fiscal distress, and back rental assistance to eligible rentals in Orange, Ulster, Sullivan, and Greene Counties through the Landlord Assistance Program (LAP)

WHO SHOULD APPLY? Landlords that own legal residential rental properties with nine (9) units or less in the above NY counties. Corporate owned properties are eligible (*Applicant signatory must be principal partner of the LLC*). One application is needed for each property

APPLICATION CUTOFF DATE: April 1, 2022

MAXIMUM GRANT AWARDS PER ELIGIBLE UNIT \$15,000

All units must be rented to tenants at or below 80% Area Median Income adjusted to family size. The tenant in each unit receiving assistance must sign a tenant self-attestation and be included in this application.

WHAT CAN I USE THE FUNDING FOR?

- **Repairs:** Landlords with verifiable repairs on legally zoned rental units can utilize funds to address such areas as, but not limited to, code violations, items that can lead to code violations, health and safety issues, heating, electrical, plumbing and energy efficiency concerns. Beautification and cosmetic repairs are not eligible expenses. RUPCO will pay contractors directly on behalf of a landlord for eligible work needed or will reimburse landlords that qualify for eligible verified repairs that were completed dating back six (6) months.
- **Fiscal Distress:** Fiscal Distress will address the verified financial distress of the landlord to include but is not limited to direct payments of delinquent mortgage payments, taxes, utilities paid by the Landlord (not tenant), and property insurance associated with the rental building.
- **Back Rental Assistance:** This option is intended to address gaps in the current rental assistance landscape. The tenant will need to either prove denial or ineligibility in all other programs or prove funds for a program are exhausted.

WHAT IS REQUIRED OF THE LANDLORD?

In return for assistance, **we require** the landlord to sign a restricted covenant filed with the county on the property in the total amount of assistance per building and a requirement to keep monthly rental amounts restricted according to the charts below for a Regulatory Period between 2 – 5 years as follows:

- Below \$5,000 --- Rental Affordability Agreement 2-year period
- \$5,000 - <\$10,000 --- Rental Affordability Agreement 3-year period
- \$10,00 - <\$12,500 --- Evaporating Lien 3-year period
- \$12,500 - <\$15,000 --- Evaporating Lien 4-year period
- \$15,000+ --- Evaporating Lien 5-year period

NeighborWorks® Home Ownership Center: 301 Fair Street • Kingston, NY 12401 • 845-331-9860 • Fax: 845-331-9864

RUPCO Main Office: 289 Fair Street • Kingston, NY 12401 • 845-331-2140 • Fax 845-331-6217



Not all units in the building will require rent to be stabilized. You must have at least one eligible unit to qualify. The landlord may lower rentals that are already higher to meet these maximums if the landlord wishes to include that rental in the eligible units per building count. The amounts are direct assistance amounts. Any filing fees and administrative fees are paid to RUPCO separately and will not be part of your grant amount. The restrictive covenants automatically expire after the expiration dates.

WHAT IF I OWE MORE THAN WHAT THE GRANT WILL COVER FOR TAXES, MORTGAGE PAYMENT, ETC. OR MY REPAIR COSTS MORE THAN THE GRANT AMOUNT?

RUPCO will require that any payments for back mortgage payments, taxes, insurance, and utilities bring the account up to date. The Landlord may contribute to the project with their own funds if the amount of grant funding is not enough.

WHAT IF I SELL THE HOUSE OR MY EXPENSES ON THE PROPERTY GO UP, CAN I INCREASE THE RENTS ABOVE THE LIMITS BELOW?

No, the agreement is to keep the rents at or below the chart below. As the funding will be a deed restriction filed.

WHAT IF I WANT TO PAY THE GRANT BACK SO I CAN RAISE THE RENT?

Although the program's mission is to keep rents stabilized, we realize that sometimes an owner may need to be released from the agreement. According to the regulatory period, the restrictive covenant allows early payback with credits for every 12 months the property complies with the percentage base.

MAXIMUM RENT BY COUNTY AND SIZE

Maximum Affordable Rent				
	Greene County	Orange County	Sullivan County	Ulster County
Studio	\$1025	\$1398	\$1006	\$1200
1- Bedroom	\$1171	\$1599	\$1150	\$1405
2- Bedroom	\$1318	\$1798	\$1293	\$1581
3- Bedroom	\$1464	\$2000	\$1435	\$1756
4- Bedroom	\$1581	\$2158	\$1551	\$1898

HOW CAN I APPLY?

Complete the application below and return with documentation to:

RDAC – RUPCO
3 North Street Walden NY 12586
Attn: Renee DeZemo
Or scan and email to reeneezemo@ocrdac.org
845-713-4568



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Property Owner Name(s) on Deed			
Principal partner Name for corporate owned properties			
Mailing Address			
Phone			
Email			
Address of Rental Property			
Number of units in building		Number of units needing assistance	

Requested Assistance (select one or more per unit)

- Repairs on rented unit
 Repairs needed or
 Repairs completed for reimbursement
 Fiscal Distress (Landlord back mortgage/taxes/utilities)
 Tenant back rent

Describe in detail the reason for assistance

I _____ hereby certify that the information provided in this application is true and accurate. I acknowledge that any false or misleading information may disqualify me for the Landlord Ambassador Extension Program.

DESCRIPTION AND WRITE -UP	COST ESTIMATE
See attached estimate	\$
TOTAL ESTIMATED COST OF REPAIRS:	\$

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Grant Application Checklist

Date _____

- Landlord Property Attestation
- 2021 Tax return
- Landlord profit and loss statement (attached to application)
- Last 3 months of bank statements of Landlord (savings/checking) associated with rental unit or personal accounts
- Proof of Ownership (At least one must be included)
 - Copy of Deed
 - Most Recent Mortgage Statement
 - Most Recent Tax Bill
 - Most Recent Utility Bill
- Proof of Need
 - Mortgage, Tax Bill, Utility bill or insurance bill
 - Repairs Estimates or Receipt from contractor for past completed work (last 6 months)
 - Proof of No rental Payment for specific unit for active tenant only (Rental arrears form attached)
- Proof of Tenant Income
 - Signed Tenant Self Attestation (attached to the application)

Additional documentation and/or disclosures may be required from you or your tenant after application is processed based on request and applicability.

Formal funding agreements and deed restrictions will be signed later if you are approved.



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RELEASE OF AUTHORIZATION

I hereby authorize **RUPCO, Inc.** to release/exchange information from my records to assist me in obtaining a grant.

This information will be released only to those companies and public agencies that our organization believes can provide the necessary information needed to obtain our grant. RUPCO, Inc. may need to contact the following entities: county clerk office, tax offices, and your contractor (if applicable). If necessary, information on file at another entity may also be released to us. This information release/exchange will be restricted to the specific information needed to further assess your situation.

I understand that the provision of services at this organization is not contingent upon my decision concerning the release/exchange of information.

I understand the contents to be released/exchanged, the need for the information, and that there are statutes and regulations protecting the confidentiality of authorized information.

I hereby acknowledge that this consent is voluntary and is valid until such request is fulfilled. I further acknowledge that I may revoke this consent at any time except to the extent that action based on this consent has been taken. I also acknowledge that a copy of this form is as valid as the original.

Property Owner #1 (print name) _____

Property Owner #1 Signature _____ Date ____/____/____

Property Owner #2 (print name) _____

Property Owner #2 Signature _____ Date ____/____/____



12 MONTH PROFIT AND LOSS STATEMENT

Owner Name: _____

Property Address: _____

From: _____ To: _____

(Please add additional expense categories if not listed)

Rental Income per unit	\$	
Rental Income per Unit		
Rental Income per Unit		
Rental Income per Unit		
Other Fee Income		
Expenses		
Mortgage	\$	
Taxes	\$	
Insurance	\$	
Utilities	\$	
Repairs and Maintenance	\$	
Advertising	\$	
Professional Fees (atty, accountant)	\$	
Phone	\$	
Vehicle Expenses	\$	
Salary and Payroll Costs	\$	
Property Manager fees	\$	
Other	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
TOTAL EXPENSES	\$	
NET INCOME (YOUR INCOME)	\$	

I, _____, as the owner of this property, do hereby attest, based upon my best knowledge and records, that the profit/loss statement provided is accurate, true and complete.

Signature _____

State of New York

County of _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

Notary Public



Property Attestation Form

I (Name) _____ hereby certify that I own (number of properties) _____ properties in my name and/or where I have controlling interest.

I understand to be eligible for financial assistance I must own **9 or less** UNITS

The following are the properties I own and/or controlling interest:

(List addresses, # of units)

Property 1: _____

Property 2: _____

Property 3: _____

Property 4: _____

Property 5: _____

Property 6: _____

Property 7: _____

Property 8: _____

Property 9: _____

The Property Owner acknowledges that providing false or misleading information may result in a determination by *RUPCO, Inc.* that the Property Owner is not eligible to receive financial assistance.

Signature

State of New York

County of _____

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

Notary Public



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Fill out only if seeking assistance for back arrears

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Date _____

APPROVAL FOR RENT ARREARS

Congratulations, your Landlord Ambassador Program request has been approved to cover rental arrears in the amount of _____ will be mailed to you after all the requirements below have been met. If you applied for the repair portion of the LAP, you would receive a separate decision letter. As the property owner or authorized property management company you must agree to the following terms as a condition of accepting rental arrears payments:

- The Landlord Ambassador payment satisfies the tenant’s full rental obligations for the time covered by the payment.
- Waive any late fees or penalties due on any rental arrears covered by the Landlord Ambassador payment.
- The property owner is required to discontinue and/or not pursue a monetary judgment for past due rent.
- If the unit is currently occupied, you are required to sign a new 12-month lease with the tenant. If there is a lease in place the property owner may not evict the tenant or refuse to renew the lease except for: 1) serious or repeated violation of the terms and conditions of the lease; 2) violation of applicable federal, state, or local law; or 3) other good cause.
- Property owner will be required to sign a _____ year affordable rent agreement/Lien.
- Property owners will be required to have rents remain affordable during a period of _____ years (“Regulatory Period”) as follows:

Maximum Affordable Rent				
	Ulster County	Orange County	Sullivan County	Greene County
Studio	\$1025	\$1398	\$1006	\$1200
1- Bedroom	\$1171	\$1599	\$1150	\$1405
2- Bedroom	\$1318	\$1798	\$1293	\$1581
3- Bedroom	\$1464	\$2000	\$1435	\$1756
4- Bedroom	\$1581	\$2158	\$1551	\$1898

- The property owner agrees to a reasonable rent increase each year. The increase each year is less than or equal to five (5) Percent.

Landlord: _____

Tenant: _____

RUPCO: _____



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TENANT SELF ATTESTATION

I _____, hereby attest that I am at tenant at
_____ (address) _____ Unit # _____.

I certify that my household income is at or below 80% Area Median Income (AMI) based on the chart below. The monthly rent for the unit listed above is \$_____.

TENANT MAXIMUM INCOME LIMITS				
80% Area Median Income (AMI)	Ulster County	Orange County	Sullivan County	Greene County
1 Person Household	\$49,200	\$55,950	\$40,250	\$41,000
2 Person Household	\$56,200	\$63,950	\$46,000	\$46,850
3 Person Household	\$63,250	\$71,950	\$51,750	\$52,700
4 Person Household	\$70,250	\$79,900	\$57,450	\$58,550
5 Person Household	\$75,900	\$86,300	\$62,050	\$63,250

Tenant's Signature

Date

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year _____ before me, the undersigned, a notary public in and for said state, _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public