

**APPENDIX A3**

**Lease Rider  
New York State  
Rural Rental Assistance Program**

WHEREAS, the Housing Trust Fund Corporation, a public benefit corporation of the State of New York has entered into a Rural Rental Assistance Payments Contract with the Landlord for the apartment described in the attached lease dated \_\_\_\_\_.

WHEREAS, Tenant is eligible under Federal and New York State regulations to lease the apartment from the Landlord and the Rent will be paid by the Tenant and the State of New York in the following manner:

Lease Rent (Basic Rent & Utility Allowance)	\$ _____
Tenant's Gross Monthly Payment	\$ _____
State Housing Assistance Payment	\$ _____

**NOW THEREFORE:**

1. In the case of any difference between this rider and any provisions of the Lease which are not required by the U.S. Department of Agriculture, New York Rural Development, the provisions of this rider will control.
2. The Lease is and shall be subject to and governed by the Rural Rental Assistance Payments Contract between Landlord and the State. All payments by the State are subject to the terms and conditions of that contract. In addition, all rights and responsibilities bestowed upon the tenant and landlord by federal law and regulation are applied to this lease.
3. Tenant agrees that the family income, family composition and other eligibility requirements are important obligations of his/her tenancy and are necessary to determine Tenant's monthly rental and whether s/he may remain in the apartment.
4. Tenant agrees to promptly honor all requests by Landlord or the State for information regarding the total current family income of Tenant, the composition of Tenant's family and other requirements for occupancy.
5. Tenant agrees to report immediately to Landlord any change in family composition or family income.
6. Tenant agrees that a report of income shall be made to Landlord each year 60 days before the anniversary date of the original report or such other time that Landlord chooses.

7. Tenant understands and agrees that the monthly payment may increase or decrease if Tenant's income increases or decreases, there is a change in family composition or there is any change in the Utility Allowance.
8. Landlord shall cancel this Lease if Tenant becomes ineligible for assistance payments. If Tenant becomes ineligible for assistance payments because of increased income, the tenant has the right to either: 1) surrender the apartment without penalty or 2) sign a new lease for the apartment without assistance payments. Tenant must inform Landlord of his or her choice within 30 days of cancellation of the lease.
9. Tenant agrees that there shall be no assistance payment unless Tenant promptly provides satisfactory proof to Landlord of income and family composition when requested.
10. Tenant agrees that during the Lease, the Lease rent is subject to any changes approved by the USDA New York Rural Development and the Housing Trust Fund Corporation.
11. Tenant agrees to repay to the State any overpayments of assistance made by the State:
  - a. because of Tenants failure to report an increase in income or change in family composition to Landlord; or
  - b. because of Tenant's false statements made in Tenant's application for Rural Rental Assistance Payments, report of income or other information furnished to Landlord; or
  - c. because of Tenant's failure to supply information requested by Landlord.
12. Tenant acknowledges that the apartment is being subsidized by the State of New York for the amount indicated on page 1 of this Lease Rider.

TENANT	DATE	TENANT	DATE
WITNESS TO TENANT'S SIGNATURE		LANDLORD	DATE

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