

**NEW YORK CITY HOUSING AUTHORITY
LEASED HOUSING DEPARTMENT**

**REPAYMENT AGREEMENT FOR
NEW YORK CITY HOUSING AUTHORITY ("NYCHA")
SECTION 8 PARTICIPANT**

Section 8 Participant's Name:

Development Name (if applicable):

Address:

Telephone number:

Email Address:

NYCHA Section 8 Voucher No.:

_____ ("Participant") is an authorized Section 8 tenant residing at _____ (the "Premises") at a total monthly contract rent of \$ _____. As of the date of this agreement, the monthly NYCHA subsidy amount is \$ _____ and the monthly tenant-share portion of the rent is \$ _____.¹ The total amount of rent arrears the Participant currently owes is \$ _____ through _____, 20____, not including the current month's tenant-share portion of the rent ("Rent Arrears"). A calculation of the amount of Rent Arrears is attached to this agreement and incorporated herein.

This agreement between the Participant and _____ ("Landlord") describes how the Participant will pay the Rent Arrears by paying an additional payment of \$ _____ ("Additional Payment"), to the Landlord each month.

1. Participant and Landlord agree that beginning no later than _____, and continuing through _____, the Participant shall pay the Additional Payment each month, in addition to the Participant's regular monthly tenant-share portion of the rent, to the Landlord.

¹ The NYCHA subsidy amount and tenant-share portion of the rent are subject to change in accordance with regulations and policies governing NYCHA's Section 8 program.



2. Participant and Landlord confirm the Additional Payment due each month is not greater than one third of the amount of the Participant's tenant-share portion of the monthly rent.
3. The Additional Payment is due no later than the last day of each month.
4. The monthly tenant-share portion of the rent continues to be due in accordance with the terms of the lease.
5. If the total amount of Rental Arrears due in accordance with this agreement are repaid in full, either by the Participant or in the form of rental assistance paid on behalf of the Participant, before the end date of the agreement, this agreement will terminate.
6. Landlord agrees that if the Participant pays the Additional Payment, in addition to paying the current monthly tenant-share portion of the rent as it becomes due, the Landlord will take no legal action, including holdover, in Housing Court or any other court seeking the Participant's eviction for the failure to pay rent and/or to recover unpaid rent.
7. Participant understands that, if they miss a monthly payment due under this agreement, the Landlord may, subject to applicable law and any federal, state or local eviction moratoriums, bring a proceeding against the Participant in Housing Court or another appropriate court seeking the Participant's eviction and/or to recover the balance of rent that is owed.
8. Except as specifically stated, this agreement does not limit any arguments, claims, or defenses that the Participant or Landlord may make in any court in the future. The commitments in this agreement are in addition to the commitments of the parties under the lease between the Participant and Landlord (the "Lease"). In the event of any conflict between the terms of this agreement and the terms of the Lease, the terms of this agreement supersede the terms of the Lease.
9. Nothing in this agreement shall deprive the Participant of their rights under the Section 8 Housing Choice Voucher program.
10. The amount of the Additional Payment and the duration of the agreement may be re-negotiated if there is a decrease in the Participant's income.



11. Participant understands, that if they have experienced a decrease in household income, they should contact NYCHA as soon as possible to request an interim recertification.
12. The Landlord shall provide a fully-executed copy of this agreement along with a copy of the current rent ledger and calculation of the amount of Rent Arrears to NYCHA within **15 calendar days** of the execution of this agreement.
13. This agreement may be executed in one or more counterparts, each of which shall be deemed an original. Delivery of an executed signature page to this agreement in electronic format by email shall be effective as delivery of a manually executed counterpart of this agreement.

Participant's Name: _____

Participant Signature: _____ Date: _____

Landlord ("LL")/LL Representative's Name: _____

Landlord/ LL Representative's Signature: _____ Date: _____

Landlord/LL Representative's Current Telephone Number and Email Address:

Note: This is a legal document. Anyone considering executing this agreement is encouraged to seek legal advice to better understand their rights and obligations under this agreement.

A translation of this document is available from the Customer Contact Center. NYCHA is providing the translation for your information only. Please fill out the English language version of the document.

La traducción de este documento está disponible en los Centros de Atención al Cliente. NYCHA proporciona la traducción solo para su información. Por favor, llene la versión en inglés del documento.

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客戶服務中心備有文件譯本可供索取。紐約市房屋局所提供的文件譯本僅供參考。
請填交文件的英文版本。

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