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**DEPARTMENT OF SOCIAL SERVICES-  
ECONOMIC SECURITY  
Onondaga County, New York**

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Renting to:

***ONONDAGA COUNTY  
PUBLIC ASSISTANCE  
CLIENTS***

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## RENTING TO PUBLIC ASSISTANCE RECIPIENTS

As an owner or manager of rental property in Onondaga County, you may encounter prospective tenants who are recipients of Public Assistance (PA). Housing discrimination is prohibited by the Fair Housing Act, which disallows most types of discriminatory practices. Also, Title VIII of the Civil Rights Act of 1968 (FHA) does not allow discrimination in the sale, rental, and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status. Familial status includes children under the age of 18 living with their parents or legal custodians, women who are pregnant, and those securing custody of children under 18 years old. The FHA also prohibits those who have a disability from being discriminated against in housing. The United States Department of Housing and Urban Development (HUD) enforces the FHA.

Onondaga Department of Social Services-Economic Security (OCDSS-ES) continues to be committed to improving the quality of housing for recipients of PA.

In January 2012 a number of new policies were implemented. The purpose of this publication is to describe the procedures and regulations of the OCDSS-ES as they apply to renting to PA clients

### **This information is also available on line at:**

[www.ongov.net](http://www.ongov.net)

Go to Departments // Click on the link to Social Services-Economic Security  
Then select Public Assistance

Or

<http://www.ongov.net/dss/temporaryAssistance.html>

### **What are the OCDSS-ES legal responsibilities to landlords who rent to recipients of PA?**

The legal relationship is between the landlord and his or her tenant. The OCDSS-ES is responsible for honoring the Landlord Tenant Security Agreement process, and for issuing direct rent payments when authorized, or required.

### **What is the OCDSS-ES commitment to landlords who rent to recipients of PA?**

OCDSS-ES is committed wherever appropriate and legally possible to working in collaboration with landlords to provide affordable quality housing for tenants who are recipients of PA.

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

## BENEFIT ALLOWANCES OF PUBLIC ASSISTANCE RECIPIENTS

Individuals and families in receipt of PA in Onondaga County receive a monthly grant which includes basic living allowances and a shelter allowance. These allowances are determined by family size and whether or not heating costs are included in the rent. When actual rent exceeds the rent allowance, funds from the client's basic allowance are used to make up the difference.

**The amounts in the following charts reflect the maximum PA benefit allowed by NYS for Onondaga County effective 10-12-12. The benefit amount may be less if the Public Assistance household has other income.**

Chart represent Maximum PA grants when **heat is included in rent**

<b>HOUSEHOLD SIZE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>each extra person</b>
Basic Allowance	\$158.00	\$252.00	\$336.00	\$433.00	\$534.00	\$617.00	\$702.00	\$787.00	+\$85.00
Home Energy Allowance	\$14.10	\$22.50	\$30.00	\$38.70	\$47.40	\$55.20	\$62.70	\$70.20	+\$7.50
Supplemental Home Energy Allowance	\$11.00	\$17.00	\$23.00	\$30.00	\$37.00	\$42.00	\$47.00	\$52.00	+\$5.00
Maximum Shelter Allowance									
<b>with children</b>	\$210.00	\$235.00	\$303.00	\$341.00	\$379.00	\$397.00	\$413.00	\$413.00	+\$0
<b>without children</b>	\$203.00	\$235.00	\$270.00	\$294.00	\$319.00	\$329.00	\$343.00	\$375.00	+\$0
Total Maximum PA when heat is included in the rent									
<b>with children</b>	\$393	\$526	\$692	\$842	\$997	\$1,111	\$1,224	\$1,322	\$97
<b>without children</b>	\$386	\$526	\$659	\$795	\$937	\$1,043	\$1,154	\$1,284	\$97

Total Maximum PA for households **WITH Children** when the household pays separately for heat.

<b>HOUSEHOLD SIZE WITH CHILDREN</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>each extra person</b>
<b>Heat Type:</b>									
Natural Gas, Wood, Coal, Municipal Electric	\$447	\$580	\$746	\$898	\$1,055	\$1,174	\$1,291	\$1,393	\$97
PSC Electric	\$500	\$633	\$799	\$953	\$1,114	\$1,236	\$1,358	\$1,464	\$97
Oil, Kerosene, Propane	\$462	\$595	\$761	\$914	\$1,072	\$1,192	\$1,311	\$1,414	\$97

Total Maximum PA grant for households **WITHOUT Children** and household pays separately for heat.

HOUSEHOLD SIZE NO CHILDREN	1	2	3	4	5	6	7	8	each extra person
Natural Gas, Wood, Coal, Municipal Electric	\$440	\$580	\$713	\$851	\$995	\$1,106	\$1,221	\$1,355	\$97
PSC Electric	\$493	\$633	\$766	\$906	\$1,054	\$1,168	\$1,288	\$1,426	\$97
Oil, Kerosene, Propane	\$455	\$595	\$728	\$867	\$1,012	\$1,124	\$1,241	\$1,376	\$97

Heating allowances by Heat Type when the PA household has direct responsibility of the heating bill

HOUSEHOLD SIZE	1	2	3	4	5	6	7	8	each extra person
Natural Gas, Wood, Coal, Municipal Electric	\$54.00	\$54.00	\$54.00	\$56.00	\$58.00	\$63.00	\$67.00	\$71.00	\$0.00
PSC Electric	\$107.00	\$107.00	\$107.00	\$111.00	\$117.00	\$125.00	\$134.00	\$142.00	\$0.00
Oil, Kerosene, Propane	\$69.00	\$69.00	\$69.00	\$72.00	\$75.00	\$81.00	\$87.00	\$92.00	\$0.00

**SHELTER VERIFICATION / LANDLORD STATEMENT (IM 310)**

When you rent to a recipient of PA, a Shelter Verification /Landlord Statement (Attachment #1) must be completed and signed by the landlord (not the Client/Tenant). It must include a working telephone number where you can be reached during the day. The completed form must be turned into OCDSS-ES for review and processing. 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 process whereby rental payments are deducted from the client's PA grant and sent directly to you as the property owner or manager of the rental unit. All PA recipients in Onondaga County must participate in direct rent payments if they incur a shelter cost. Direct rent payments are generally mailed by this agency by the 10<sup>th</sup> day of the month. We recommend whenever possible that the OCDSS-ES Direct Rent Payments are payable to the owners of the property and not to rental management companies.

## **VENDOR IDENTIFICATION NUMBERS**

Direct rent payments are issued through the use of a Vendor Identification Number (also known as a Vendor ID). If you do not have a Vendor ID Number, the OCDSS-ES worker will request one be assigned to you. The OCDSS-ES worker will forward the landlord / property owner information posted on the Shelter verification form to the Financial Operations Department. FINANCIAL OPERATIONS WILL NOT ASSIGN A VENDOR ID UPON YOUR PERSONAL REQUEST. IT MUST BE REQUESTED BY A OCDSS-ES EMPLOYEE.

Property owners / landlords without Vendor ID Numbers MUST complete and sign an IRS Form W-9 (Attachment #2) and mail or fax it to:

**Onondaga County Financial Operations  
421 Montgomery Street 15<sup>th</sup> Fl.  
Syracuse NY 13202**

**Fax # (315) 435-3590**

The name on the IRS Form W-9 will be the same name used on checks issued to the vendor. The vendor number identifies the landlord in the OCDSS-ES payment system and once established, is valid indefinitely. The vendor number is specific to the landlord, not to the tenant. If you have questions regarding the IRS Form W-9 you may contact the Financial Operations Department at (315) 435-2957.

## **PAYMENT VOUCHER**

An Order For Supplies/Services (Voucher) (Attachment # 8) is to insure that you agree to the payment being authorized to you. If you receive an Order For Supplies/Services (Voucher) (Attachment # 8) prior to receiving a payment check, you must read and sign the Voucher and return it to the Financial Operations Department before a payment check for rent will be processed to you.

## **CHANGES IN DIRECT RENT PAYMENTS**

The amount of the monthly PA 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 the direct rent payment to you. In all situations, the client is and remains responsible for payment of rent. Any overpayments or extra payments made to the landlord in error or otherwise are to be returned to Onondaga County Financial Operations Department. Failure to do so may result in either civil litigation or recoupment of monies owed.

OCDSS-ES communicates with landlords regarding the status of direct rent payments by generating a notice based on activity on the client/tenants case. For example when a case is closed or, a PA worker authorizes a new rent payment or changes an existing rent payment, the system will automatically generate a notice to the property owner / landlord. See Notice of Shelter Payment Status to Landlords (Attachment #3).

## **THIRTY DAY NOTICE**

OCDSS-ES has been granted the authority to require a thirty-day notice from the PA recipient for the termination of their rental payment to the property owner / landlord. All PA households must provide written or verbal notification of any changes to their rental payments no later than the last day of the month at least one full month before the change is to take effect. For example, notification needs to be received by this agency no later than 12/31 for a change to their rental payment for 2/1.

Please note that this policy only applies to notification by the client to OCDSS-ES. It does not guarantee landlords will receive a thirty-day notice, though OCDSS-ES makes every effort to send out written notices to landlords as soon as possible. Furthermore, there is no change in our policy when a tenant is no longer eligible to receive a rent payment as determined by OCDSS-ES. In these instances notification of a rent payment ending may be less than ten days.

## **PROPERTY VIOLATIONS**

The “Spiegel Law” says that if OCDSS-ES is notified by a municipal authority that it has issued a violation against the landlord that cites the existence of conditions that are dangerous to life, health and safety affecting your apartment or building, the Department of Social Services (“DSS”) has the power to stop the tenant’s designated shelter allowance rent payments to the landlord or owner. The City of Syracuse Office of Code Enforcement issues a notice to the property owner when minor or major health and safety violations exist on a 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. When OCDSS-ES is notified that a property has outstanding code violations, the monthly PA shelter allowance is withheld until such time that OCDSS-ES receives notification from the City of Syracuse Office of Code Enforcement that the violations have been corrected. Once corrected OCDSS-ES will pay to you the total rent allowance previously withheld provided the tenant has not moved out or the PA case did not close prior to the violations being corrected. Note: OCDSS-ES will not pay rent for any months in which the property was declared unfit for habitation. See 143-b of the New York State Social Services Law. (Attachment #7)

Effective July 2017 the above is in effect when Onondaga County Health Department has determined the property to have Lead Paint Hazards

## **LEAD PAINT HAZARDS**

The Onondaga County Health Department issues a notice to the property owner when a residence has uncorrected Lead Paint Hazards. If you receive such a notice, the hazard should be corrected immediately. You should also schedule a re-inspection so that the Health Department can verify the Lead Paint has been corrected. When OCDSS-ES is notified either by City of Syracuse Office of Code Enforcement or by the Onondaga County Health Department that a property has uncorrected Lead Paint Hazards, the monthly PA shelter allowance is withheld until such time that OCDSS-ES receives notification from the Code Enforcement or the Health Department that the violations have been corrected. Once corrected OCDSS-ES will pay to you the total rent allowance previously withheld provided the tenant has not moved out or the PA case did not close prior to the violations being corrected.

## LANDLORD TENANT SECURITY AGREEMENT

Tenants in receipt of PA may have difficulty paying a cash security deposit. A Landlord Tenant Security Agreement(LTSA) may be established to protect the landlord against client-caused damages and non- payment of rent. This agreement must be requested by the property owner / manager as a condition of tenancy when completing a Shelter Verification /Landlord Statement (Attachment #1) for a prospective tenant receiving PA.

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

The Landlord Tenant Security Agreement (Attachment #4) must be signed by the client/tenant and the property owner / landlord. Please note that the Landlord Tenant Security Agreement is not considered valid unless the client/tenant has signed it.

### For properties located in the City of Syracuse

1. The property owner / landlord MUST call City of Syracuse Office of Code Enforcement at (315) 448-8695 to set up the appointment for the **Pre-Inspection** of the property. Landlords should advise the Office of Code Enforcement that the inspection is for the Landlord Tenant Security Agreement with Onondaga County.
  
2. The signed Landlord Tenant Security Agreement (Attachment #4) should be given to the Office of Code Enforcement Inspector who will return this to OCDSS-ES with an approved and completed **Pre- Inspection** report (Attachment #5) together as one packet.

### For properties outside the City of Syracuse

1. The property owner / landlord and the prospective client/tenant MUST conduct the pre inspection together. Both the completed and signed **Pre-Inspection report** (Attachment #5) and the signed Landlord Tenant Security Agreement (Attachment #4) must be mailed together to :

**Onondaga County Department of Social Services-Economic Security  
Temporary Assistance  
421 Montgomery Street 5<sup>th</sup> Fl.  
Syracuse, NY 13202**

or fax to:

**FAX # (315) 435-8230**

or email to:

**ONON\_LTSA@dfa.state.ny.us**



Once both forms are received by OCDSS-ES, an OCDSS-ES representative will review the documentation and sign the agreement making it a valid agreement between OCDSS-ES, the client/tenant and the property owner /landlord. The validated copy will be mailed to the property owner / landlord for their records.

A Landlord Tenant Security Agreement cannot be authorized for an existing client/tenant even if no cash security was collected when the client/tenant first moved in. A Landlord Tenant Security Agreement 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 OCDSS-ES 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.

**If it becomes necessary to file a claim for damages, you will need to:**

**For Properties Within the City of Syracuse:**

Contact City of Syracuse Office of Code Enforcement at (315) 448-8695 to set up the appointment for the **Post-Inspection** of the property. Office of Code Enforcement will send to OCDSS-ES the completed **Post-Inspection Report** (Attachment # 6) along with photos of damages. The property owner /landlord will be responsible to send to OCDSS-ES sufficient proof of the cost of the repairs including receipts of the material purchased, or labor costs for worked performed and or written and signed estimates of repair needed.

**For Properties Outside the City of Syracuse:**

The tenant and property owner /landlord will need to complete and sign the **Post-Inspection Report** (Attachment # 6), and return it to OCDSS-ES with sufficient proof of the cost of the repairs including receipts of the material purchased, or labor costs for worked performed and/ or written and signed estimates of repairs needed including pictures of damages.

**For Claims for Unpaid Rent:**

The landlord will need to submit a copy of the Landlord Tenant Security Agreement with an Affidavit to OCDSS-ES verifying nonpayment of rent.

Please note that it generally takes OCDSS-ES 2 to 4 weeks to process a claim. Failure to include all required documentation may delay processing.

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 PA benefits.

Claim Guidelines:

- ❖ All claims must include a copy of the Landlord-Tenant Security Agreement.
- ❖ The agreement must have been signed at the time it was issued by OCDSS-ES, landlord and tenant.
- ❖ All claims must be submitted within 30 days of the tenant vacating the property or within 90 days of the PA case closing, whichever occurs first.
- ❖ 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 OCDSS-ES to provide that notice.
- ❖ No rent can be paid for any period of time that the tenant was not in receipt of PA.
- ❖ OCDSS-ES 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. (i.e.. Rent exceeds PA grant allotment)
- ❖ 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 one month actual rent.
- ❖ The Security Agreement covers DAMAGES, not wear and tear.
- ❖ Claims for tenant caused damages must be accompanied by:
  - ◆ **Pre and Post Inspection** reports
  - AND
  - ◆ For Contractor or Management Company Repairs - An itemized invoice 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.

END