



**ONONDAGA COUNTY DEPARTMENT OF SOCIAL SERVICES-ECONOMIC SECURITY**

Temporary Assistance Division 421 Montgomery Street Syracuse, NY 13202

\*Phone (315) 435-2700 \* Fax ( 315) 435-2929 \* Fax ( 315) 435-8230

**LANDLORD TENANT SECURITY AGREEMENT**

**THIS AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Onondaga County Department of Social Services-Economic Security located at 421 Montgomery Street, Syracuse New York 13202 (hereinafter "Department") and

\_\_\_\_\_, Located at \_\_\_\_\_,  
Landlord Name Landlord's Street Address

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (herein after "Landlord").  
City/Town State Zip

WHEREAS section 143-c of State Social Services laws and 18 NYCRR 352.6 permits a local social service official, at his/her option, to indemnify any landlord against nonpayment of rent and/or for damages caused by a Temporary Assistance

Applicant/Recipient-Tenant \_\_\_\_\_ (hereinafter "Client/Tenant"), as a condition to renting

Client's Name  
housing accommodations, and WHEREAS, Landlord is the owner of record of premises located in the County of Onondaga and State of New York and Landlord is or will become landlord for, a Temporary Assistance Applicant/Recipient at

\_\_\_\_\_, \_\_\_\_\_, NY, \_\_\_\_\_, (hereinafter  
Tenant's Street Address City/Town State Zip

"Premises") the Department and Landlord hereby agree:

- (1) That in order to secure the Landlord against the nonpayment of unpaid rent and/or damages to the premises caused by the Client/Tenant, the Department agrees that effective on the date the Client/ Tenant enters and takes possession of said premises as a tenant, the Department will indemnify Landlord a sum of money pursuant to this Agreement, not in any event to exceed \$ \_\_\_\_\_, which is equal to **one month actual rent** for the premises in question.
- (2) This indemnification is made **in lieu of** the Landlord accepting a cash security deposit from the Client/Tenant. The acceptance of a cash deposit from the Client/Tenant renders this Agreement null and void.
- (3) It is understood by and between the parties that any payment claimed by the Landlord under the terms of this Agreement is subject to any and all legal and equitable defenses that the Client/Tenant may have under State and Federal Law.
- (4) The Department shall be liable for the nonpayment of rent and damages under the terms of this Agreement only for a period of time the Client/Tenant is **actually occupying** the premises. This Agreement is the limit of the liability of the Department to the Landlord.
- (5) It is expressly agreed and understood by the parties hereto that as condition of payment by the Department to the Landlord under this Agreement for damages and/or unpaid rent, **the agreement must be accompanied by a pre and post tenancy inspection** conducted by the Client/Tenant and the Landlord. The Landlord shall submit an Affidavit to the Department verifying nonpayment of rent, or in the case of damages over and above normal wear and tear actually caused by the Client/Tenant while occupying the premises along with sufficient proof of the cost of the repairs. All claims made by the Landlord must include photographs of the alleged damage, receipts; invoices for the material purchased or work performed and/or written and signed estimates.
- (6) It is expressly agreed and understood by the parties hereto that as a condition of payment by the Department to the Landlord under the terms of this agreement, the Landlord shall submit any claim within **30 days** after the Client/ Tenant vacates the property or within **90 days** after the closure of the Client/Tenant's Temporary Assistance case, whichever comes first. This Agreement **does not** guarantee a 30-day advance notice by the Client/Tenant to vacate the property. Please note that claims should be submitted within this time frame, even if all repairs have not been completed or all documentation has not been collected. It is understood that no claim will be approved if at the time the claim is filed, the property is uninhabitable, or the rent is being withheld by the Department due to health and safety violations.
- (7) It is understood that this Agreement relates only to a sum to be held by the Department as an indemnification to the Landlord pursuant to Social Services Law, Section 143-c. It is not in any manner to be construed as a Rental Agreement between the Department and the Landlord, and that other than this indemnification, there is no privity of contract hereto between the Department and Landlord, the Client/Tenant being the sole lessee of the premises. The Client/Tenant is and remains responsible for the payment of rent to the Landlord, and in no way, fashion or form does the Department assume the rent payments as an obligation of the Department, or assume any responsibility for notifying the Landlord of the Client/Tenant's vacating of the premises.
- (8) This agreement shall not be in effect unless, and until, Client/Tenant actually has occupied premises and said agreement has been signed by Landlord, Client/Tenant and a duly-authorized Department official.

IN WITNESS THEREOF, the parties hereto have duly executed this Agreement as of the dates indicated below.

By: \_\_\_\_\_  
Authorized OCDSS-ES Representative

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Landlord Signature

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Client/Tenant Signature

Dated: \_\_\_\_\_

**NOTICE TO CLIENT / TENANT**

Please read the following before signing:

I hereby state that I have read the provisions of this Security Agreement and agree to its terms. I also hereby agree and understand that any payments made on my behalf by the Onondaga County Department of Social Services-Economic Security to Landlord(s) under the terms of this agreement due to non-payment of last month's rent or property damage will be recouped by the Department from current or subsequent temporary assistance case at 10% of total needs which will not cause a hardship and/or recovered by any legal means necessary.

I have read and consent to the above.

By: \_\_\_\_\_  
Client/Tenant Signature

Dated: \_\_\_\_\_

**NOTICE TO LANDLORD**

This agreement must be signed by the tenant and the landlord; one copy should be retained for your records, and a second copy given to the client/tenant.

**For All properties**

The property owner / landlord and the prospective tenant must conduct the pre inspection together. Both the completed and signed Pre-Inspection report with this signed Landlord Tenant Security Agreement must be mailed together to:

Onondaga County Department of Social Services-Economic Security  
Temporary Assistance Director's Office  
421 Montgomery Street 3<sup>rd</sup> Fl.  
Syracuse, NY 13202  
or faxed to:  
FAX # (315) 435-2929

**To be valid, the agreement must be received by Onondaga County Department of Social Services-Economic Security Temporary Assistance Division no later than: 30 days from the date of occupancy. Once received, it will be validated with OCDSS-ES representative signature and stamped and returned to you for your records. If you do not receive a validated copy within 15 business days please contact OCDSS-ES at (315) 435-2700.**