

**Program Guidelines**  
**Landlord Reimbursement Grant Program**  
**City of Rochester**  
**Department of Neighborhood and Business Development**

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[Program Overview](#)

This program is designed to support the City of Rochester’s (City) response to housing issues related to the COVID-19 pandemic. This program will provide assistance to eligible landlords with vacant units to undertake maintenance and minor repairs to enable quick occupancy by a Low-to-Moderate Income (LMI) individual or household. Tenant incomes must be at or below 60% of Area Median Income (AMI) at the time of signing a lease or rental agreement. Landlords will make eligible improvements to vacant rental units to facilitate quick occupancy of the unit to a LMI individual or household. The landlord will be reimbursed for eligible maintenance and repair expenses once proof of occupancy of the unit by an LMI individual or family is provided by the landlord.

This program is funded by Community Development Block Grant (CDBG) funding from the Department of Housing and Urban Development (HUD) with special funding authorized under the CARES Act.

Total allocated funding: \$300,000  
Typical grant award: \$2,000  
Expected # of grants: 150  
Grant term ends September 30, 2022

## Applicant Eligibility

Residential Rental property owners in the city of Rochester are eligible for this program if they:

- Own a vacant rental unit
- Are current on all tax payments with the City of Rochester and Monroe County for all of their properties
- Are not in mortgage foreclosure for any of their properties
- Are in good standing with code enforcement on all of their properties
- Are not on the Federal Excluded Parties Entity List

To qualify for reimbursement following the rehab of the unit, the unit must be rented to a tenant that meets HUD income guidelines of a maximum of 60% of Area Median Income (AMI). Income guidelines are scaled by household size and updated annually based on the latest available data. Landlords are advised to collect the income verification documentation required for reimbursement when screening potential tenants. Below is the table illustrating the income limits for tenants in order to qualify for reimbursement:

2020 HUD 60% AMI Income Limit by # of People in Household								
Household Size	1	2	3	4	5	6	7	8
60% AMI	\$32,100	\$36,720	\$41,280	\$45,840	\$49,560	\$53,220	\$56,880	\$60,540

**Please Note:** This table is updated annually by HUD to reflect inflation and changing demographics

To qualify for reimbursement, landlords will also be required to provide a copy of a 12 month lease with the new tenant and the lease may not include the following terms:

1. **Agreement to be sued.** Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
2. **Treatment of Property.** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a Court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the household unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law;
3. **Excusing owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
4. **Waiver of notice.** Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

5. **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
6. **Waiver of right to appeal court decision.** Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
7. **Tenant chargeable with cost of legal actions regardless of outcome.** Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and
8. **Termination of Tenancy.** An owner may not terminate the tenancy or refuse to renew the lease of a tenant except for: 1) serious or repeated violation of the terms and conditions of the lease; 2) violation of applicable federal, state, or local law; 3) for completion of tenancy period for transitional housing; or 4) other good cause. Any termination or refusal to renew must be preceded by not less than 30 days by the owner's service upon the tenant of a written notice specifying the grounds for the action.

## **Program Marketing Plan**

A list of prospective property owners will be compiled from the code inspection database of vacant rental properties, registered property managers, as well as any individual vacant units provided by Code Enforcement Officers (CEO's). Informational materials about the program will be mailed directly to the owner or manager addresses listed in the database.

Informational materials will also be sent via email blast to those who registered for the last Landlord Summit, and through distribution lists of landlord association groups. It will also be promoted on the City website and City social media platforms.

Information on the program will also be provided to owners and property managers by CEO's in the course of the regular inspection activities and interaction with customers.

Finally, the program will be promoted at the upcoming Landlord Summit, scheduled to take place in late July and by the Neighborhood Service Centers staff via neighborhood meetings.

## **Eligible Uses of Funds**

To comply with federal CDBG regulations and ensure efficient processing of reimbursements, only certain maintenance and minor repair activities will be eligible for reimbursement under this

grant. These activities are intended to be generally cosmetic repair or maintenance activities that would eliminate barriers to marketing and successfully renting the unit.

**INELIGIBLE ACTIVITIES:**

- Activities or purchases undertaken before the City has provided an official Notice to Proceed letter are ineligible for reimbursement
- Unless specifically listed under eligible activities below, the activity or purchase is not eligible for reimbursement
- The grant **will not reimburse for the personal time and labor of the landlord or property owner**. The grant will only reimburse for materials or contracted services/labor with a third party for which there is a receipt/invoice.

**ELIGIBLE ACTIVITIES:**

Feature or System	Eligible Maintenance Activities	Eligible Rehabilitation Activities
<b>Windows and Doors</b>	<ul style="list-style-type: none"> <li>• caulking, weather stripping, re-glazing windows and doors</li> <li>• fixing broken windowpane(s), storm window(s) or damaged entry door</li> <li>• replacing broken door lock</li> <li>• replacing a vandalized entry door to restore security of a building or unit</li> <li>• replacing a single severely damaged window to match</li> <li>• annual switch out of storm and screen panels</li> </ul>	<ul style="list-style-type: none"> <li>• replacement of windows</li> <li>• replacement of exterior doors</li> <li>• adding storm windows or storm doors</li> </ul>
<b>Interior Walls and Ceilings</b>	<ul style="list-style-type: none"> <li>• patching or mending cracked plaster</li> <li>• patching or fixing holes or cracks in drywall</li> <li>• replacing stained ceiling tiles</li> <li>• painting or wallpapering</li> </ul>	
<b>Flooring</b>	<ul style="list-style-type: none"> <li>• stripping wooden floors and resealing</li> <li>• installation or replacement of carpeting or vinyl flooring</li> </ul>	
<b>Circulation</b>	<ul style="list-style-type: none"> <li>• in-kind replacement of broken stair treads or balusters</li> </ul>	<ul style="list-style-type: none"> <li>• installation of new access ramp</li> </ul>
<b>Kitchen</b>	<ul style="list-style-type: none"> <li>• replacement of stoves, refrigerators, and microwaves</li> <li>• replacing cabinet hardware</li> </ul>	

Feature or System	Eligible Maintenance Activities	Eligible Rehabilitation Activities
<b>Bathroom and Laundry</b>	<ul style="list-style-type: none"> <li>• replacing a sink</li> <li>• replacing deteriorated toilet in an occupied housing unit</li> <li>• replacing broken medicine cabinet</li> <li>• replacing washing machines and dryers</li> <li>• installation of grab bars</li> </ul>	
<b>HVAC</b>	<ul style="list-style-type: none"> <li>• servicing and maintenance of mechanical systems</li> <li>• changing air filters</li> <li>• cleaning air ducts</li> <li>• installing or replacing a window air conditioner</li> <li>• replacing a malfunctioning part of a HVAC system like a thermostat</li> </ul>	<ul style="list-style-type: none"> <li>• installation of new furnace or heat distribution system</li> <li>• installation of central air conditioning</li> </ul>
<b>Electrical and Lighting</b>	<ul style="list-style-type: none"> <li>• changing light bulbs</li> <li>• replacing malfunctioning light fixture, electrical switch or outlet</li> </ul>	
<b>Plumbing</b>	<ul style="list-style-type: none"> <li>• fixing plumbing leaks</li> <li>• repairing damage from frozen pipes</li> <li>• repairing water or sewer connection within existing utility trench alignment</li> <li>• replacing malfunctioning water heater</li> </ul>	<ul style="list-style-type: none"> <li>• installation of new plumbing system</li> <li>• new water or sewer connection</li> </ul>
<b>Security</b>	<ul style="list-style-type: none"> <li>• repair of security alarm systems</li> <li>• installation of security devices needed for an individual health facility patient</li> </ul>	<ul style="list-style-type: none"> <li>• installation of new security alarm system</li> </ul>
<b>Life Safety</b>	<ul style="list-style-type: none"> <li>• servicing smoke, fire and CO2 detectors</li> <li>• installation of smoke, fire and CO2 detectors</li> </ul>	<ul style="list-style-type: none"> <li>• making substantial physical changes to a building to comply with fire and life safety codes</li> <li>• installing fire suppression system</li> </ul>
<b>Pest Infestation</b>	<ul style="list-style-type: none"> <li>• pest inspection/treatment</li> </ul>	

## Application Requirements

- Application form:
  - Basic owner contact information
  - List of all properties owned in the City, including by LLCs

- Program agreement with blanks, filled in and signed
  - Checked boxes for eligible maintenance/repair activities planned
- Signed W-9
- Completed conflict of interest disclosure form
- Photos of areas in the unit planned for maintenance or minor repair

## Reimbursement Documentation Requirements

- Reimbursement request form
- Copy of executed lease agreement with tenant (may not include terms listed on p.2)
- Tenant income verification:
  - List of all household members and age, employer, annual income
  - Copy of last 4 weeks consecutive pay stubs for all adults or other proof of income acceptable to the City
  - If no pay stubs, provide copies of all other forms of income including: Unemployment, Pension, Social Security Disability, SSI, Social Security, SS-1099 forms, Retirement, Child support award statements and deposits, alimony award statements and deposit, Workman’s Compensation award statement and deposits, or statement from DSS outlining the monthly amount received
- Landlord expense verification
  - Invoice/receipt(s) for materials purchased
  - Photos of the areas in the unit where the maintenance/repairs took place

## Project Approval Process

1. Landlord submits complete application via mail or dropoff in the secure dropbox at any of the following locations:

Northwest Quadrant Neighborhood Service Center  
 (585) 428-7620  
 71 Parkway - First Floor  
 Rochester, NY 14608

Northeast Quadrant Neighborhood Service Center  
 (585)428-7660  
 500 Norton St  
 Rochester, NY 14621

Southwest Quadrant Neighborhood Service Center  
 (585) 428-7630  
 923 Genesee St  
 Rochester, NY 14611

Southeast Quadrant Neighborhood Service Center  
 (585) 428-7640  
 320 N Goodman Street - Suite 209  
 Rochester, NY 14607

City Hall (drop box located just inside the "Link Entrance" on Fitzhugh St.  
(585) 428-6963  
30 Church Street  
Rochester, NY 14614

2. NSC Offices review landlord tax status, code violation status, foreclosure status, conduct EPLS search
3. NSC Offices notify Manager of Contract Services of eligibility
4. Manager of Contract Services reaches out to the Landlord for any additional information
5. Manager of Contract Services approves contract
6. Accounting approves contract
7. Director of Buildings and Zoning signs contract
8. Manager of Contract Services issues a Notice to Proceed to Landlord
9. Landlord completes work
10. Landlord leases unit to income qualified tenant
11. Landlord submits payment request with required documentation to [NBDRehabandDemo@CityofRochester.gov](mailto:NBDRehabandDemo@CityofRochester.gov)
12. Manager of Contract Services approves payment
13. Accounting approves payment
14. Check is mailed to landlord