

**DATE:**

Re: Unit \_\_\_\_ [OR ALL UNITS] at Address: \_\_\_\_\_

Dear ERA Unit:

Please be advised that I grant \_\_\_\_\_ full authority to enter into the required concessions, terms and agreements to submit and application for and receive direct payment of assistance through Onondaga County Department of Social Services-Economic Security for rental assistance and/or utilities arrears at the above address, including committing the property owner, which includes waivers of some of my rights as property owner, including the following:

- a. **Waiver of all Late Fees, Interest, Charges, Attorneys' Fees, Court Costs:** Upon notification of an award of assistance, and as a condition of payment through this Program, the applying Landlord agrees that they will not pursue recovery of any late fees, charges, penalties or attorneys' fees for any period for which arrears assistance has been granted.
- b. **Stay of Eviction for Non-Payment or due to Holdover/Expired Lease while Application is Pending and/or Under Review:** By applying for assistance through this Program, the applying Landlord agrees that it will not pursue eviction based on non-payment of rents while the ERA application is pending and through any appeal or review process, even if the rental unit is a holdover or the lease has expired.
- c. **Acceptance of Funds is a Waiver of any further legal right of eviction or money judgment regarding months covered:** Upon notification of an award of assistance through this Program, the Landlord will agree that it will not pursue eviction based on non-payment of, nor seek a monetary judgment for, any amounts due and owing that accrued for the period of arrears listed on the Notice of ERA Eligibility Determination.
- d. **Holdover or Expired Lease as Cause for Eviction Stayed for 1 Year:** Upon indicating its acceptance of payment of rent owed through this Program, the Landlord agrees not to evict based on the sole reason of expired lease or holdover tenancy any household on behalf of whom rental assistance is received for 12 months after the first rental assistance payment is received, unless the dwelling unit that is the subject of the lease or rental agreement is located in a building that contains 4 or fewer units, in which case the landlord may decline to extend the lease or tenancy if the landlord intends to immediately occupy the unit for the landlord's personal use as a primary residence or the use of an immediate family member as a primary residence.

Very truly yours,

\_\_\_\_\_

**Name of Authorized Signer:** \_\_\_\_\_

**Title of Authorized Signer:** \_\_\_\_\_

Sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public (seal or stamp)