



ST. NICHOLAS HOUSES GUIDE TO TEMPORARY MOVES











Greetings!

We are St. Nicholas Revitalization Partners (SNRP), a design-build team selected by NYCHA to repair and upgrade St. Nicholas House under NYCHA's Comprehensive Modernization program.

We are performing extensive upgrades to your apartment including new kitchens, bathrooms, floors, appliances, and abatement of lead-based paint in all apartments. You are receiving this handbook because your building will be scheduled for renovation according to the written notice sent to your household.

Because of the nature of the work, and safety concerns, the comprehensive modernization of St. Nicholas Houses will require the temporary relocation of all residents in your building for approximately nine (9) months during the performance of work in your unit. Each household will have a guaranteed right of return to the same unit. Your temporary accommodation will be a temporary unit at St. Nicholas Houses or at a different NYCHA property within a 1.5-mile maximum proximity.

SNRP will coordinate your temporary move at no cost to you.

Please find enclosed the following three documents:

- (1) <u>Guide to Temporary Moves:</u> this guide answers frequently asked questions, describes how your temporary move will occur, reviews the support you will receive, and outlines your tenant protections.
- (2) <u>General Information Notice</u>: this is a copy of the notice announcing the start of NYCHA's Comprehensive Modernization Program at St. Nicholas Houses and your basic resident protections. You will receive this notice mailed to your unit in advance of the temporary relocations for your building.
- (3) <u>Temporary Relocation License Agreement:</u> this is a copy of the agreement you will sign that guarantees your right to return to your original apartment once the work is complete. You do not need to sign this agreement right now. It is for review purposes only.

Sincerely,

The St. Nicholas Houses Revitalization Partners Team











This Guide to Temporary Moves provides information about the upcoming comprehensive modernization work at St. Nicholas Houses and what to expect during the planned construction.

Table of Contents

Overview	
Frequently Asked Questions	
Your Resident Rights	
Preparing for Your Temporary Move	
Packing Your Apartment	1
Your Personal Property	1
What to Expect – Your Responsibility	14
General Information Notice	18
Temporary Relocation License Agreement	20









Overview

Why Temporary Relocation?

Removal of leadbased materials and mold



Large and extensive nature of work



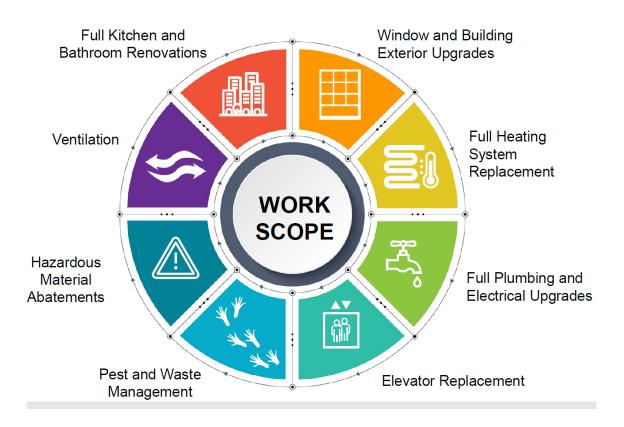
Ensuring the fastest and safest means



The need for **temporary** relocation



You are not required to move at this time. This will be collaboratively planned with the SNRP relocation team well in advance of construction.









Frequently Asked Questions

St. Nicholas Houses Comprehensive Modernization

What is happening at St. Nicholas Houses?

The New York City Housing Authority (NYCHA) has allocated funding for significant repairs, renovations, and upgrades at Saint Nicholas Houses as part of its Comprehensive Modernization ("Comp Mod") program.

How long will all the construction work take to renovate all the apartments and campus?

SNRP will take approximately 4 years to complete all the work and upgrades at St. Nicholas Houses for the entire property.

What does the construction work include?

The renovations will cover hazardous material abatement; apartment renovations including full kitchen and bathroom renovations, new apartment flooring, LED lighting, and paint; upgrades to the common areas; new mailboxes, parcel boxes, and mail drop; window replacement and building exterior upgrades; upgraded ventilation; elevator replacement; full plumbing and electrical upgrades; and a new electric heating and cooling system.

Who is St. Nicholas Revitalization Partners?

SNRP is the design-build team selected by NYCHA to complete the Comprehensive Modernization renovations at St. Nicholas Houses.

Is a Relocation Specialist part of the SNRP Team?

Yes. SNRP's relocation specialist has significant relocation experience working with approximately 15,172 households, especially several NYCHA properties under its PACT/RAD program (5,076 units). The relocation specialist for SNRP will be responsible for managing the temporary relocation process and assisting you on a 1-1 basis with the preparation of your move.

Why do we have to vacate our apartment?

Because the health and safety of NYCHA residents is a top priority, all apartments must be vacant during the construction period due to the extensive nature of the work planned by SNRP.









How long will I be out of my original apartment?

Residents will temporarily relocate for 9 months. NYCHA will provide regular updates to residents before, during, and after the work is completed, to ensure residents temporarily relocated are aware of all project activities and schedule.

Where will NYCHA temporarily relocate me during my building's construction period?

NYCHA will relocate you from the apartment you currently occupy to another apartment, either on-site at St. Nicholas Houses, or off-site at a NYCHA property located within 1.5 miles.

What are the names of the other NYCHA properties that will provide off-site temporary relocation units, and how far away are they from St. Nicholas Houses?

Drew Hamilton Houses	1.0 miles
Polo Grounds Houses	1.5 miles
General Grant Houses	1.0 miles
Lincoln Houses	1.0 miles
Kings Tower Houses	1.2 miles
Taft Houses	1.4 miles

Will I return to my original unit?

Yes. You will have the right to return to your original apartment once the work is complete.

Can I decide to remain in my temporary relocation apartment on a permanent basis?

Yes. You may elect to stay in the temporary unit permanently by signing a new lease at the new location. SNRP will assist your household with the NYCHA transfer process.

Will I receive adequate notice when I need to move?

Yes. You will receive Reasonable Advance Notice to Vacate from SNRP indicating when construction will start in your building. Since there are many moves for each building, SNRP will be moving residents during the month before the start of construction. SNRP will work out the specific date of each move with the head of household.

After I receive my Reasonable Advance Notice to Vacate, what is the next step?

SNRP's relocation specialist will review all the steps necessary for your temporary relocation and discuss the resources and services available to your household to help make the move easier. Be thorough and fully transparent during your initial interview with SNRP's relocation specialist to ensure we meet your needs to the greatest extent possible.







Who will cover the cost of my temporary relocation?

SNRP will cover the cost of your temporary relocation, including the cost for a professional, licensed, and insured moving company, packing materials, boxes and utility hook-up/transfer fees. In addition, NYCHA will not charge additional rental or transfer fees associated with your relocation.

What will happen to all my personal belongings in my apartment?

SNRP will move all your personal belongings to the temporary relocation apartment. If necessary, SNRP may put some of your personal belongings in storage at no cost to you. Please note that residents will not have access to any items placed in storage during the renovation period.

Will there be an opportunity for me to discard old or unwanted items in my apartment before the move?

Yes. SNRP will provide dumpsters for residents to throw out old or unwanted items in their apartment.

What about my pets?

SNRP will move all household pets to the temporary apartment, including service animals.

Residents are strongly encouraged to register pets, including dogs, cats and assistance or service animals, in accordance with NYCHA policy if they are not currently registered, as is required by all leases.

How do I get assigned my temporary relocation apartment?

SNRP's relocation specialist will work with NYCHA to provide you with a choice of up to 3 comparable units located either on-site or off-site at a different NYCHA location within a 1.5 mile proximity.

Will SNRP make accessibility and reasonable accommodation for households with special needs?

If you have any new reasonable accommodation needs now, before the relocation process begins in your building, please see your Property Manager as soon as possible. All reasonable accommodation requests will follow NYCHA's standard procedures.

Regarding your temporary move, SNRP will make appropriate accommodations in each temporary move unit for any medical equipment, accessibility devices, and/or service animal requirements.

SNRP will work to accommodate all reasonable requests.

For those residents that require use of a landline for medical reasons, SNRP will arrange continuation of service with local service providers.









Please discuss any accessibility and reasonable accommodation requirements with SNRP's relocation specialist during your initial interview.

How will I access my mail?

SNRP's relocation specialist will assist each head of household to process a change of address form with the local office of the USPS. Mail will not be available at your building during the construction period.

What if I move into a temporary relocation apartment that has an individual electric meter?

If a resident is temporarily relocated to a unit that is individually metered, utility expenses will be monitored and if they exceed NYCHA's utility allowance the resident will be reimbursed for the additional cost.

Will I receive any financial assistance for this temporary move to off-set related out of pocket expenses?

Yes. Each household will receive a financial assistance stipend upon completion of your move from your original unit. The purpose of the financial assistance stipend is to help off-set miscellaneous out of pocket costs associated with the move. The amount of the stipend will depend on the apartment type occupied by the resident as follows:

Apartment Size	Stipend Amount
Studio	\$100
1-Bedroom	\$125
2-Bedroom	\$150
3-Bedroom	\$175
4-Bedroom	\$200
5-Bedroom	\$250

If I am a senior citizen or have special needs, can I get assistance with packing my belongings?

Yes. SNRP will have a team of packers available to assist senior citizens and those households with special needs with packing personal belongings in preparation for the move.

Will written materials be available to residents in languages other than English?

Yes. SNRP will make available written notices to residents in English, Spanish, Mandarin/Cantonese, Russian, and other languages as requested. In addition, SNRP will advise all residents of alternative forms of communication. For example, SNRP will provide a qualified sign language interpreter service free of charge. Residents will also be able to have materials explained orally by a qualified staff person from SNRP, in person, by telephone, text and email.







May I authorize someone else to speak on my behalf when interacting with SNRP?

Any communication with individual apartments will go through the head of household stated on the lease unless the head of household officially authorizes another individual to speak on their behalf, in accordance with NYCHA policy.

Can I stop paying my rent during my temporary relocation?

No. You must continue to pay your rent as set-forth in your original St. Nicholas apartment lease and remain in good-standing throughout your temporary relocation period.

Is there a Grievance and Damaged/Lost Property Claim Process available to residents?

Yes. SNRP will provide a process for residents to convey grievances and concerns. At the initial interview, SNRP's relocation specialist will provide each head of household with the grievance and claims process. For resident claims related to lost or damaged personal property that might arise from the moves, SNRP's relocation specialist will work directly with each resident for the resolution and possible settlement of any claim(s) concerning damaged or lost property.

How do I contact SNRP's relocation specialist?

You can reach your SNRP relocation specialist directly by contacting:

• Phone: (332) 225-5732

General Email: info@stnicholaspartners.com

Website: stnicholaspartners.com

Office Location: 255 West 127th Street (Building 7) Unit 9B

Office Hours: Monday 10-1pm

Tuesday 2-5pm Wednesday 3-7pm Thursday 10-1pm Friday 10-1pm











Your Resident Rights

Am I still a public housing resident?

Yes. Nothing will change. Even during the temporary relocation, you will remain a NYCHA resident.

Will I be evicted due to the NYCHA Comp Mod program?

No. Residents in good standing will not be evicted and your lease will automatically renew every year. Please note, as previously stated, you must continue to pay your rent and remain in good standing with your lease.

How does the NYCHA Comp Mod program impact my rent?

There will be no impact on your rent. Residents will continue to pay 30% of their adjusted gross household income towards rent. Your current rent will stay the same until your next interim or annual recertification with NYCHA.

Will I sign a new lease?

No. You will continue to work with NYCHA as you have in the past to re-certify and renew your lease even when you are temporarily relocated from your original unit.

What are my rights during my temporary relocation?

You will have a right to return to your original unit. SNRP will utilize a NYCHA temporary relocation license agreement which will protect your right to return, as well as other important resident rights you have throughout your temporary relocation time-period.

Will I be required to return to a right-sized apartment?

No household will be right sized because of the temporary moving process. All residents have the right to return to their original unit after the temporary relocation process. If you prefer to request a right-size unit, you should notify both the property management team and the relocation specialists. Because SNRP will need to work with the unit sizes available both on-site and off-site, you will be placed in a temporary relocation unit that matches your household composition.









Preparing for Your Temporary Move

Scheduling

You will know that your move is coming up at least 2 months in advance – sometimes longer – and will have a confirmed specific day and date at least 30 days in advance. We will contact you directly to discuss your move and any individualized needs.

Securing Your Belongings

Everything in your apartment must be packed in preparation for your temporary move. SNRP will provide professional movers to move all of your belongings and furniture to your temporary accommodation for the duration of your temporary move. Once the renovation of your apartment is complete, SNRP will move everything back.

We will help you create an inventory of your possessions and review it with you before your temporary move. In the event of incidental damage to your possessions during the moving process, you will be able to submit a claim form to SNRP to cover the cost of repairs or replacement.

Packing Your Apartment

Everything in your apartment must be packed!

Please let SNRP know if you need help with any of the tasks of packing and we will arrange for professional packers to help you pack. Residents should adhere to the following protocols to prepare for your move:

- **Keep valuables with you.** All valuables in your apartment should either remain with you in your temporary apartment or be stored in a professional off-site storage. Do not leave small valuables, jewelry, or cash in your apartment.
- **Empty cabinets.** Completely empty your kitchen cabinets and put the contents into boxes. Anything left inside or on top of cabinets will be discarded.
- Remove all food from fridge and freezer. All appliances stove/oven, sink, and refrigerator will be replaced. Be sure to remove everything from your refrigerator and freezer to bring with you to your temporary apartment. Dryers are prohibited and must be discarded and will not be replaced. Please let SNRP's relocation specialist know if you will need help transporting your refrigerated items.









- **Empty closets.** Contents of all closets must be put into boxes or bags since new flooring will be installed in all closets. Closet doors will be repaired or replaced and painted.
- Pack up your bathroom. Empty into boxes the contents of your bathroom cabinet, except the
 toiletries that you want with you during your temporary move. Keep any medication or other
 medical devices readily available for transfer to your temporary accommodation.
- Remove built-in furniture. Any built-in furniture should be disassembled and disconnected.
- Remove fish tanks. You can bring your fish to your temporary apartment.
- Disconnect electronics. Any electronics such as TVs, stereos, and computers should be
 disconnected. If possible, pack and carefully wrap them for protection. SNRP will move these
 items to your temporary accommodation and then back to your original apartment once the
 construction work is complete.
- Clear walls for paint. Most walls will be painted, so anything mounted or hung on walls, ceilings, doors, etc. should be removed and packed in boxes. All loose items should be boxed, too. Please let SNRP's relocation specialist know if you need help unmounting a television, mirrors, or anything attached to your walls. SNRP's relocation specialist will help you remove and reinstall these items once you move back to your apartment after the construction work is complete.
- The General Contractor will remove any carpeting and possible light fixtures that you installed in your original unit.
- Label and count all boxes. Label each box with your apartment number as well as the contents
 of the box. Tape all boxes closed.
- Move all boxes and furniture to the center of each room. SNRP will move all boxes and furniture to your temporary apartment and back to your original unit once the work is complete.









Your Personal Property

All your belongings and furniture will be moved to your temporary apartment. You should make sure the following items are immediately accessible so you can easily find them once you arrive at your temporary apartment.

- Clothing
- Personal hygiene products
- Medications and needed medical equipment
- Bath towels
- Bed linens
- Bed pillows
- Dishes, cutlery, pots, pans, and any other cooking implements you'll want during the 6
 weeks
- Broom, dustpan, and mop
- Pet food (if applicable)
- Personal electronics
- Items from your fridge or freezer that you would like to keep









60-90 DAYS BEFORE TEMPORARY MOVE

WHAT TO EXPECT

- Reasonable Advance Notice to Vacate from SNRP on start of renovation work in your building.
- SNRP will host one-on-one conversations with each household to assess needs, identify reasonable accommodations, and answer questions.

YOUR RESPONSIBILITY

- Look out for a notice, phone call, and/or door knock from the SNRP team so we can schedule your one-on-one meeting.
- Attend your one-on-one conversation.
- Be fully forthcoming with your SNRP representative, including bringing up any special needs.

45-60 DAYS BEFORE TEMPORARY MOVE

WHAT TO EXPECT

- Each household will receive written notice with their planned move date.
- Follow up communication from your SNRP representative regarding any clarifying information to assess your household's needs and identify reasonable accommodations.

YOUR RESPONSIBILITY

- Review your written notice and all other printed materials we provide you.
- Continue to be responsive and forthcoming with your SNRP representative.







30-45 DAYS BEFORE TEMPORARY MOVE

WHAT TO EXPECT

Each household will receive boxes, tape, and help packing if needed.

YOUR RESPONSIBILITY

- Begin packing, decluttering, and preparing for your move.
- With SNRP's assistance, take the necessary steps to have USPS forward your mail.
- SNRP will host a "Dumpster Day" for residents to discard unwanted items

THE 30 DAYS LEADING UP TO TEMPORARY MOVE

WHAT TO EXPECT

Coordination from SNRP Relocation team to assist you with viewing the offered temporary unit and processing required documents.

YOUR RESPONSIBILITY

- Work with SNRP to view the offered temporary unit.
- Sign the required documents, including:
 - Acknowledgement of 14 Days to Move form
 - Temporary Relocation License Agreement





WHAT TO EXPECT

SNRP will move your belongings to your temporary unit.

YOUR RESPONSIBILITY

- Be ready for the move.
- Pick up your temporary apartment keys and to drop off keys to your original unit.

WHAT TO EXPECT

- Monthly SNRP updates at the Saint Nicholas Tenant Association meetings, which will also be posted at stnicholaspartners.com
- Quarterly SNRP newsletters detailing construction progress and project updates

YOUR RESPONSIBILITY

- Attend monthly Tenant Association meetings or read updates at stnicholaspartners.com
- Contact SNRP or visit our Resident Engagement Office to speak with an SNRP representative if you have any questions while construction is underway.

DURING CONSTRUCTION

MOVING DAY





6-9 MONTHS AFTER TEMPORARY MOVE

WHAT TO EXPECT

Each household will receive a thirty-day notice to return, as well as a phone call, and full assistance moving their personal belongings back to the original apartment.

YOUR RESPONSIBILITY

- Look out for the notice and phone call with the date of your move back to your original apartment.
- Prepare your personal belongings for the move back.
- Notify SNRP of any help required for packing based on special needs.

Two Important Documents Follow This Page:

- 1) The General Information Notice ("GIN") and
- 2) The Temporary Relocation License Agreement

Please do not hesitate to contact your SNRP Relocation Specialist Team with any questions on these important documents.



NEW YORK CITY HOUSING AUTHORITY

90 CHURCH STREET • NEW YORK, NY 10007

TEL: (212) 306-3000 • nyc.gov/nycha

GENERAL INFORMATION NOTICE (GIN) – NOT DISPLACED

Case #:
Dear:

The New York City Housing Authority (NYCHA) has allocated funding for repairs and renovations at Saint Nicholas Houses as part of its Comprehensive Modernization ("Comp Mod") program. The scope of work for Saint Nicholas Houses under Comp Mod includes kitchen and bathroom renovations, window replacements, hazardous material abatement, heating and hot water system replacement, pest and waste management, elevator replacement, and plumbing and electrical upgrades. Because the health and safety of NYCHA residents is our top priority, due to the extensive nature of the work planned, numerous apartments must be vacant during the construction period. NYCHA will relocate you from the apartment you currently occupy at the address listed on this notice (Original Apartment) to another apartment during the construction period. You will have the opportunity to return to your Original Apartment once the work is complete. It is anticipated that residents will be temporarily relocated for 9 months, and NYCHA will provide updates to residents before, during, and after the work is completed, to ensure they are aware of all project activities.

The purpose of this notice is to inform you that you will NOT be permanently displaced in connection with this proposed project.

You will be required to move temporarily to another apartment so that the work can be completed. NYCHA will provide suitable housing to you, and you will be reimbursed for all reasonable out of pocket expenses, including moving costs and any increase in housing costs, involved in the move. You will need to continue to pay your rent and comply with all other lease terms and conditions.

You will be protected by a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). One of the URA protections for persons temporarily relocated is that such relocations shall not extend beyond one year. If the temporary relocation lasts more than one year, you will be contacted and offered all permanent relocation assistance as a displaced person under the URA. This assistance would be in addition to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance previously provided. You will also have the right to appeal NYCHA's determination, if you feel that your application for assistance was not properly considered.



If NYCHA determines that you are eligible for relocation assistance under the URA, you will receive: (1) relocation advisory services, including help to find another place to live; and (2) payment of your moving expenses. You may return to the building or development after the necessary repairs are completed. If you decide to return to your Original Apartment, NYCHA will pay the costs of the return move. You also have the right to appeal NYCHA's determination regarding your eligibility for relocation assistance if you feel that your application for assistance was not properly considered.

NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

We urge you NOT to move at this time. This is NOT a notice to vacate the premises. This is NOT a notice of relocation eligibility.

You will be contacted soon so that we can provide you with more information about the work. We will make every effort to accommodate your needs. In the meantime, if you have any questions about our plans, please contact your Relocation Specialist:

Sincerely,

New York City Housing Authority

A translation of this document is available in your Property Management Office.

La traducción de este documento está disponible en su Oficina de Administración de Propiedades.

您所居住宅區物業管理處辦公室提供本文件的譯本。

您所居住宅区物业管理处办公室提供本文件的译本。

Перевод этого документа находится в Офисе управления вашего жилищного комплекса.



TEMPORARY RELOCATION LICENSE AGREEMENT

1.	PARTIES:					
	This agreement is made between the New York City Housing Authority ("NYCHA" or					
	"Landlord") an	d and				
		, ("Tenant(s)").				
2.	PREMISES:					
	Tenant(s) is currently a NYCHA tenant at the following location ("Original Apartment"):					
Original		Street Address & Apt. #:				
	Apartment	Borough and Zip:				
		Development:				
	To facilitate renovations in the original building by relocating all residents and occupants,					
	NYCHA hereby grants Tenant(s) a license, subject to the conditions in this agreement, to occupy the following location ("Temporary Apartment"):					

3. PURPOSE:

Temporary

Apartment

Street Address & Apt. #:

Borough and Zip:

Development:

Due to needed rehabilitation work ("Comprehensive Modernization"), which involves major renovations of buildings, multiple building systems, building and apartment interiors, and requirements to remediate any environmental hazards, Tenant must relocate from the

- Original Apartment while the Comprehensive Modernization is underway, and has a right to return to the Original Apartment as further described in Section III ("Return").
- 4. Contingent upon the conditions stated herein, Tenant agrees to be moved by NYCHAprovided movers and temporarily relocate from the Original Apartment to the <u>Temporary</u>

 <u>Apartment</u> on ______ (the "Start Date"), and return on the Return

 Date (defined below). During the course of the temporary move, the Original Apartment will
 not be assigned to any other resident.
- a. Landlord shall provide Tenant with written notice at least seven (7) calendar days before the work in the Original Apartment is expected to be complete (the "Completion Notice"). Tenant agrees to move back to the Original Apartment within fifteen (15) calendar days of receipt of the Completion Notice as further set forth in Article III below (the "Return Date"), but no sooner than the date the work in the Original Apartment is complete.
- b. Any notices required under this Agreement will be given in writing and delivered to the Tenant, or mailed, by prepaid, certified mail or overnight delivery service to the address of the Original Apartment prior to the temporary move, and to the Temporary Unit after the Start Date, with a copy by email to ______ [Tenant's email address], if applicable. Any such notice or communication shall be given in accordance with the Lease terms of the Original Apartment.
 - c. Tenant shall return to the Original Apartment as required under this Agreement.
- d. This License may not be transferred to any other party. If the Landlord grants succession rights to the Original Apartment to a member of the Tenant's household during the term of this License, the License will be modified to reflect the new tenant.

I. CONTINUITY OF TENANCY AND RENT

- 1. This temporary move shall not constitute an interruption in Tenant's tenancy. Tenant's primary residence shall continue to be the Original Apartment for all purposes for the duration of the move, including, but not limited to, for the purposes of public assistance, or any other rental assistance or subsidy. Tenant's temporary absence from the Original Apartment because of this temporary move shall not be considered a surrender, abandonment, or vacatur of the Original Apartment or their tenancy. Tenant acknowledges that there will be no access to or occupancy of the Original Apartment during the period of this Agreement. Tenant acknowledges that the move is only temporary and that Tenant is only a temporary licensee of the Temporary Apartment. If Tenant chooses to remain in the Temporary Unit and does not accept NYCHA's offer to return to the Original Apartment within the fifteen (15) calendar days indicated in the Completion Notice, Tenant must sign the Addendum to this Agreement, annexed hereto as Exhibit A, to confirm their intent to permanently transfer to the Temporary Unit and to end their right to return to the Original Apartment. Any later request by Tenant to return to the Original Apartment will be based on NYCHA's standard transfer policies, whereby Tenant will be added to the appropriate waitlist, in accordance with NYCHA policies as stated in the Tenant Selection and Assignment Plan and summarized in the Admissions and Continued Occupancy Policy (ACOP).
- 2. For the duration of this Agreement, Tenant shall have all rights to possession and use of the Temporary Apartment that they would otherwise have under the lease to the Original Apartment and the laws of New York. Landlord shall provide all services and maintenance to Tenant at the Temporary Apartment that they would have been entitled to at the Original Apartment. On the Start Date, Landlord shall provide keys to the Temporary Apartment to Tenant, and the Temporary Apartment shall be in broom-swept condition and meet habitability standards to which Tenant is entitled under New York laws.

- 3. Upon Tenant's return to the Original Apartment at the conclusion of the temporary move, their tenancy shall continue under the terms of the lease in place on the date of this Agreement. Tenant's return shall not be considered a new tenancy, nor shall the temporary move constitute an absence from the primary residence of any other current occupant of the Original Apartment for the purposes of any future succession claims.
- 4. Landlord, in coordination with the Tenant, will ensure Tenant has continuous access to their mail for the duration of the Tenant's temporary move to the Temporary Apartment, as determined and discussed with the Tenant prior to the Start Date.
- 5. It is agreed and understood by the parties hereto that while this Agreement is in effect, the relationship of Landlord and Tenant will be as licensor and licensee of the Temporary Apartment, and the Landlord and Tenant continue to be bound by the terms and conditions set forth in the lease for the Original Apartment, as it may be modified from time to time. Those terms and conditions are incorporated in this Agreement by reference and govern the actions of the Landlord and Tenant in the Temporary Apartment. The Tenant's obligations include, but are not limited to, the obligation to pay rent. Tenant's monthly rent during the period of the temporary move shall be the rent under the lease agreement of the Original Apartment and shall continue to be determined by the lease agreement of the Original Apartment.
- 6. Work performed in the Original Apartment shall not reduce the square footage of the apartment or the number of bedrooms or bathrooms, except for de minimis reductions in square footage caused by thickening of walls or other necessary work as part of the Comprehensive Modernization.
- 7. The parties agree that the security deposit from the Original Apartment will remain as security for the Temporary Apartment and that no new security deposit shall be required for

the Temporary Apartment. Any damage by the Tenant to the Temporary Apartment will follow the regular NYCHA procedures for processing charges against the Tenant's ledger.

II. TEMPORARY MOVE

- 1. Landlord shall provide Tenant with written notice thirty (30) calendar days prior to the temporary move out of the Original Apartment and shall provide the Tenant an opportunity to view the proposed Temporary Apartment(s) before the Start Date in person or via virtual tour. Tenant shall prepare their belongings for moving by the Start Date. Landlord agrees to supply Tenant with boxes, packing materials, and insured, licensed, professional moving services at Landlord's own cost for Tenant's move to the Temporary Apartment.
- 2. Utilities will be provided at the Temporary Apartment under the same terms as the Original Apartment, with no cost to Tenant, provided that the Temporary Apartment is not in a building with individual meters. If the Temporary Apartment is in an individually-metered building, Tenant will receive a utility allowance in accordance with NYCHA policy. Landlord will assist with the transfer of existing internet, cable, and telephone services where required. Where such transfer of these services involves a cost, charge or fee for closure, transfer, or opening of an account, Landlord will provide funds to the Tenant for any reasonable out-of-pocket expense.

III. RETURN

1. Landlord shall provide Tenant with written notice (as provided in Paragraph 3 above) at least seven (7) calendar days before the work in the Original Apartment is expected to be complete (the "Completion Notice"). Tenant agrees to be moved by NYCHA-provided movers back to the Original Apartment within fifteen (15) calendar days of receipt of the Completion Notice as further set forth in this Article III (the "Return Date"), but no sooner than the date the work in the Original Apartment is complete.

- 2. Upon receiving the Completion Notice, Tenant may request an inspection of the Original Apartment within the timeframe specified in the Completion Notice and inform Landlord of any conditions that need repair in writing at the time of inspection. Should additional repairs be necessary, Landlord shall promptly make said repairs and ensure that all dust and debris has been thoroughly cleaned and removed in accordance with accepted safety procedures and legal requirements, and again notify Tenant (as provided in Paragraph 3 above) when the work is complete (the "Second Completion Notice"), and Tenant may request an inspection of the Original Apartment a second time. Tenant agrees to move back to the Original Apartment within fifteen (15) calendar days of receipt of the Second Completion Notice, if applicable, but no sooner than the date the additional work in the Original Apartment is complete.
- 3. Landlord agrees to supply Tenant with boxes, packing materials and insured, licensed, professional moving services at Landlord's own cost for Tenant's move back to the Original Apartment.
- 4. In the event that Tenant fails to return to the Original Apartment within the time frame set forth in this Agreement, and unless Tenant can show good cause for their delay after receipt of the Completion Notice or the Second Completion Notice, as applicable, but in any event no longer than seven (7) calendar days after receipt of the Completion Notice or the Second Completion Notice, as applicable, Landlord shall be entitled to a possessory judgment and the immediate issuance of a warrant to recover possession of the Temporary Apartment. Possessory judgment and warrant shall be for the Temporary Apartment only, and shall not affect Tenant's tenancy or rights to possession of the Original Apartment.
- 5. If Landlord anticipates that the work will not be completed in the Original Apartment according to the estimate in this Agreement, or if Landlord anticipates extensive delays due to previously unforeseen circumstances, Landlord shall provide Tenant with written notice of the anticipated delay as soon as possible.

- 6. If at the time the Original Apartment is ready for occupancy the Tenant's family composition is not of the appropriate size for the Original Apartment based on the NYCHA Occupancy Standards, the Tenant may request a transfer to an appropriately sized apartment, and, if available, may transfer to that appropriately sized apartment instead of moving back to the Original Apartment. The Tenant has no obligation to request a transfer and has the right to move back to the Original Apartment when it is ready to be reoccupied if they so choose.
- 7. The parties shall have the right to enforce the terms of this Agreement, by any appropriate legal action, except as specifically limited within the Agreement.
- 8. Electronic, PDF, or facsimile signatures on this Agreement shall be deemed original and sufficient for all purposes.
- 9. If Tenant needs accessibility services in connection with the move out of or back to the Original Unit, Tenant may request a reasonable accommodation from Landlord by contacting [Name] at [Phone] and [Email]. The Temporary Apartment shall be no less accessible with respect to disabilities (e.g., mobility, hearing and/or visual) than the Original Apartment, so long as such existing accessibility is still required by the Tenant.
- 10. The contact person for the Landlord regarding this agreement is [Name] at [Phone] and [Email].

Dated:, 2024	
New York, NY	
Tenant	
Tenant	
Landlord	

EXHIBIT A

Addendum to Temporary Relocation License Agreement

Tenant Name:		
Original Apartment Address:		
Temporary Apartment Address	:	4
Phone Number: Email Address (if applicable):		
Eman Address (II applicable): _		4
I, the tenant named above, am cur Apartment is being rehabilitated. Uthat I signed with NYCHA (the "I work in the Original Apartment i Original Apartment is complete an	Inder the terms of the Tempora Landlord "), I am to return to is completed. NYCHA has in	ry Relocation License Agreement the Original Apartment once the aformed me that the work in the
	nent that is appropriately-sized nent that fulfills my request for	
I understand that if my request about or permanently assigned to my cur lease. Until such time that I sign a remain in full force and effect.	rrent Temporary Apartment that	at I will be required to sign a new
Tenant's Signature	Date	
MA	NAGEMENT USE ONLY	
Date Received:	Received By:	
New Apartment Assignment:		