

CAMBRIDGE HOUSING AUTHORITY

MOVING TO WORK

Administrative Plan for the Federal Housing Choice Voucher Program

Una versión en Español de este importante documento está disponible en su Oficina de Gerencia, en la Oficina Central del CHA a 675 Massachusetts Ave., y la página web de CHA:

www.cambridge-housing.org

Yon vèsyon Kreyòl Ayisyen pou dokiman enpòtan sa-a disponib nan Biwo Administrasyon-a, nan Biwo Santral CHA nan 675 Massachusetts Ave., epi nan sit intènèt CHA:

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ABOUT THIS PLAN

This Administrative Plan, established by resolution of the Board of Commissioners of the Cambridge Housing Authority (CHA), describes policies for admission to and continued participation in the Housing Choice Voucher (HCV) Program.

The Administrative Plan is designed for use with a series of procedures. Operational details, forms, checklists, methods, and systems are contained in procedures, rather than in this plan.

CHA will issue new procedures whenever necessary.

The layout of the Administrative Plan is designed to be easy to read. With few exceptions, the terms used in the Administrative Plan are described in Chapter 2 DEFINITIONS. Some policies – such as those dealing with Reasonable Accommodations or the Violence Against Women Act – incorporate the use of many unique terms. In such cases, additional, policy-specific definitions are provided in the Chapter or Section of the Administrative Plan that deals with that particular policy.

Chapters 3 through 16 tracks a household's trajectory from application through eligibility screening, to locating and selecting an apartment, through income and rent determination, to move in and the requirements for continued participation. Policies regarding moves and terminations are also incorporated into these Chapters. and policies regarding moves in and out of Cambridge.

Chapters 17 through 20 contain information on CHA's pilot and special programs, policies for Reasonable Accommodations, the Violence Against Women Act (VAWA), and the Limited English Proficiency Plan (LEP), as well as other policy statements.

For those with limited English proficiency, this Administrative Plan is available in English, Haitian Creole, Portuguese, and Spanish. Translated versions of this Administrative Plan are available on CHA's website (www.cambridge-housing.org) and may be requested at CHA's Central Office at:

Cambridge Housing Authority
675 Massachusetts Avenue
Cambridge, MA 02139

Chapter 1 GENERAL PROVISIONS

A. Mission Statement

The mission of the Cambridge Housing Authority is to develop and manage safe, good quality, affordable housing for low-income individuals and families in a manner which promotes citizenship, community and self-reliance.

B. Purpose of the Administrative Plan

The purpose of this Administrative Plan is to provide current and prospective participants and the greater Cambridge community with a comprehensive guide to the policies governing CHA's federally subsidized MTW Housing Choice Voucher (HCV) Program. The Administrative Plan is designed to serve as both a referential policy document and a guidebook for individuals looking for specific information about CHA's federal subsidy programs as follows:

1. MTW Housing Choice Voucher Program
 - a. Tenant-Based
 - b. Project-Based
 - c. Sponsor-Based
2. MTW Pilot Programs
3. Mainstream Voucher Program and Designated Voucher Program
4. Moderate Rehabilitation Program
5. Shelter Plus Care
6. Single Room Occupancy Units (SRO)
7. VASH Vouchers
8. Enhanced Vouchers

The Executive Director is authorized by the Board of Commissioners to modify and implement procedures as needed in order to meet the requirements of this policy.

The Administrative Plan includes a section of definitions of terms used throughout the document. Generally, procedures are referenced, but not described in this Administrative Plan.

C. Fair Housing and Non-Discrimination

1. Civil rights laws guarantee the right of applicants and participant households to equal treatment by the Housing Authority in the course of program operation. It is the policy of CHA to comply with all federal Civil Rights laws and applicable state laws in effect and subsequently enacted, including but not limited to:
 - a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, or national origin;
 - b. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on sex, disability and familial status, and spells out forms of prohibited discrimination;
 - c. Age Discrimination Act of 1975, which prohibits discrimination based on age in federally-assisted programs;
 - d. Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not apartments); and
 - e. All applicable State laws, including but not limited to c.151B and c.12§11H.
2. CHA does not discriminate on the basis of race, color, age, national origin, religion, sex, military status, sexual orientation, marital status, familial status, disability, gender identity, or source of income in the leasing, rental, occupancy, use, or other disposition of housing or related facilities,
3. CHA does not deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed. Instead each applicant is treated as an individual based on his or her attributes and behavior.
4. CHA will not permit these policies to be subverted for purposes of completing personal or political favors.
5. CHA offers vouchers only in the order prescribed by this policy, since any other method violates the policy, federal law, and the rights of the other families on the waiting list.
6. CHA will conduct affirmative marketing as needed to ensure that the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population area.

D. Assistance to Families Claiming Discrimination

CHA will provide households with information on completing and filing HUD or other housing discrimination complaint forms at the time of the initial briefing and when a family claims that there has been illegal discrimination because of race, color, age, national origin, religion, sex, military status, sexual orientation, marital status, familial status, disability, gender identity, or source of income that prevents the family from finding or leasing a suitable unit with assistance under the HCV Program. CHA will also direct households to

the Cambridge Human Rights Commission (CHRC) and the Massachusetts Commission Against Discrimination (MCAD) for the purposes of completing and filing discriminations complaints.

E. Privacy

CHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. Information that is obtained directly from applicants and participants, or from those persons authorized by the applicant or participant, will be used or disclosed only for purposes relating directly to the administration of the leased housing programs covered by this plan, or for research related to program policy in accordance with CHA's Data Privacy Standards.

All applicants and participants are required to complete and sign the HUD Authorization for Release of Information, which incorporates the Federal Privacy Act Statement and delineates the terms and conditions for release of family information by HUD and/or CHA.

CHA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information. Even simple information requested by members of the community – such as whether or not an apartment is subsidized – is considered private and confidential, and cannot be disclosed by CHA. This applies even in cases where it would be to CHA's advantage to make the disclosure.

However, this section does not restrict CHA from disclosing to a prospective landlord information that has been gathered regarding tenancy history through the administration of the program as noted in Chapter 11, Section B. CHA has incorporated the HUD regulation at 24 C.F.R. 982. CHA will follow state law requiring disclosure and a signed release by any tenant or applicant prior to release of any private data. "Tenancy history" includes:

1. Notices to quit,
2. Summary process summons and complaints,
3. Termination notice,
4. History of criminal activity;
5. Other similar documents, not including inspection reports.

CHA will send the participant a copy of any documents released to a prospective landlord.

F. Outreach

It is CHA's policy to encourage the participation of owners in the Housing Choice Voucher program and to make the HCV Program known and available to serve the needs of very low-income families.

1. **Family Outreach:** On an as-needed basis, CHA will perform outreach to households that qualify for HCV Program assistance. Outreach may include print advertising and coordination with service providers such as community-based organizations, private housing owners, and public and private homeless

shelter operators. Outreach activities will be performed in English and in other languages as required by the Limited English Proficiency Plan (written and oral translation and interpretation into Spanish, French or Haitian Creole, and Portuguese, and oral interpretation into Amharic, Chinese, Arabic, Korean, Japanese, Bengali, and other languages as necessary) found in this Plan (Chapter 20, Section C). CHA will publicize the opening of the waiting list in a newspaper of general circulation and in minority media and electronically through CHA's website and will provide information to applicants/participants concerning the availability of housing and related services. Briefing sessions for new participants will include the following information related to outreach:

- a. An explanation of the advantages of moving to areas that do not have a high concentration of poor families for families currently living in high-poverty census tracts;
 - b. An explanation of how a family can use their voucher outside of Cambridge;
 - c. If the family includes a disabled individual, CHA will include a current listing of accessible units that are known to CHA and information related to exception rents for individuals with disabilities;
 - d. A list of apartments that are known to CHA to be available and a listing of agencies that may be able to assist the family with a housing search; and
 - e. Other information relevant to program requirements.
2. **Owner Outreach:** Efforts to develop the interest and participation of property owners are an on-going function of CHA's Leased Housing Department. Contacts are maintained with agencies, both City and otherwise, that are in a position to inform property owners of the advantages of participating in the HCV Program. Particular efforts are made to reach property owners whose properties are in neighborhoods outside of heavy HCV concentration. CHA will monitor its success in securing the participation of owners in these neighborhoods by tracking the geographical distribution of leased units.
 3. **Outreach to Homeless Households:** Outreach to homeless individuals will be done in accordance with the Cambridge Housing Authority's Equal Opportunity Housing Plan (EOHP). CHA will also work in conjunction with human service providers, staff at local shelters, food pantries, and the Cambridge Multi-Service Center to assure that these organizations have program fact sheets and applications for any open waiting lists. On an as-needed basis, notices of availability of subsidies will be placed in minority and foreign language newspapers.

G. Availability of Vouchers

It is the responsibility of the Director of Leased Housing or his/her designee, with the assistance of the Fiscal Department, to determine when there are sufficient funds available to issue new vouchers. CHA will not screen households for participation in the voucher program until it is determined that there are sufficient funds available to issue additional vouchers.

When it is determined that there are funds available to issue additional vouchers, it will be the responsibility of the Director of Leased Housing or his/her designee to determine how many households and what types of vouchers can be supported through utilizations of the available funds.

1. Families are called based on their position on the wait list.
2. When issuing Tenant-Based vouchers, no family may be passed over because of unit-size designation. For instance, if the next family on the list is eligible for a three-bedroom voucher but there is only sufficient funding for a one-bedroom voucher, no voucher will be issued.

H. Program Accounts and Records

CHA will maintain complete and accurate accounts and other records for the program in accordance with State and HUD requirements in a manner that permits quick and effective audit. Records will be in the form required by the State and HUD, including requirements governing computerized or electronic forms of record keeping. Where State and HUD requirements differ, CHA will maintain the more stringent requirement.

During the term of each assisted lease and seven years thereafter (as required under state law) CHA will retain:

- A copy of the executed lease;
- The Housing Assistance Payments (HAP) Contract;
- The application from the family; and
- Lead-based paint records as required by Federal regulation.

CHA will keep the following records for at least five years:

- Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
- HUD-required reports;
- Unit inspection reports;
- Accounts and other records supporting CHA budget and financial statements for the program;
- Records to document the basis for CHA determination that rent to owner is reasonable (initially and during the term of a HAP contract);
- An application from each ineligible family and notice that the applicant is not eligible; and
- Other records specified by HUD.

CHA will destroy records obtained through HUD's Enterprise Income Verification (EIV) System within three years of a resident's end of participation.

Chapter 2 DEFINITIONS

Accessible Apartment

An apartment (means of entry route) that meet the standards set forth for accessible apartments in the Uniform Federal Accessibility Standards and may be entered and used by a disabled person who requires the features of the accessible apartment.

Apartment

A single dwelling (unit).

Applicant or Applicant Household

A household that has applied for, or is currently on the waitlist for federally-assisted leased housing administered by the CHA.

Area of Operation

Generally, the geographic area within the Route 495 circle. CHA has jurisdiction to operate state-wide. Where it will further the CHA's policy or program objectives, it may elect to operate anywhere within Massachusetts.

Assets

Cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.

Co-Head of Household

An adult member of the household who has the same rights and authority as a head of the household for purposes of determining income, eligibility, and rent.

Contract Rent

Rent amount agreed upon by CHA and an owner (included Tenant share and CHA portion of rent payment)

Designated Housing

A property or portion of a property designated only for occupancy solely by elderly or disabled households.

Disability

1. The definition of a person with a disability for purposes of a reasonable accommodation and fair housing follows the definition in Section 504, the ADA, the federal Fair Housing Act, Massachusetts Chapter 151B and any other applicable statutes:
 - a. Disability defined as a physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment. Disability does not include current use or current addiction to illegal drugs.
2. The definition of a person with a disability for purpose of program eligibility is:

- a. A person has a disability as defined in section 223 of the Social Security Act (42 U.S.C. 423) which means:
 - i. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
 - ii. In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
- b. A person with disabilities is determined to have a physical, mental, or emotional impairment that:
 - i. Is expected to be of long-continued and indefinite duration;
 - ii. Substantially impedes his or her ability to live independently; and
 - iii. Is of such a nature that such ability could be improved by more suitable housing conditions; or
- c. Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(5)):
- d. The term "developmental disability" means a severe, chronic disability of an individual 5 years of age or older that—
 - i. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - ii. Is manifested before the individual attains age 22;
 - iii. Is likely to continue indefinitely;
 - iv. Results in substantial functional limitations in three or more of the following areas of major life activity—
 - v. Self-care;
 - vi. Receptive and expressive language;
 - vii. Learning;
 - viii. Mobility;
 - ix. Self-direction;
 - x. Capacity for independent living; and
 - xi. Economic self-sufficiency; and
 - xii. Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, supports, or other assistance that is of lifelong or

extended duration and is individually planned and coordinated, except that such term, when applied to infants and young children means individuals from birth to age 5, inclusive, who have substantial developmental delay or specific congenital or acquired conditions with a high probability of resulting in developmental disabilities if services are not provided.

3. The term “person with disabilities” does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.
4. A full description of CHA’s Reasonable Accommodations Policy is in Chapter 11 of this ACOP.

Disabled Household

A household whose head and/or spouse or sole member is a person with disabilities. The term ‘disabled household’ may include two or more persons with disabilities living together, and one or more persons with disabilities living with one or more persons who are determined to be essential to the care or well-being of the person or persons with disabilities. A disabled household may include persons with disabilities who are elderly.

Drug-Related Criminal Activity

The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to sell, distribute, or use the drug.

Elderly Household

A household whose head, spouse and/or sole member is an elderly person. The term “elderly household” includes an elderly person, two or more elderly persons living together, and one or more persons who are determined to be essential to the care or well-being of the elderly person or persons. An elderly household may include elderly persons with disabilities and other household members who are not elderly.

Elderly Person

An individual who is at least sixty (60) years of age (See also definition for near elderly).

Emancipated Minor

A person under eighteen (18) years of age who does not live or intend to live with his or her parents.

Enterprise Income Verification (EIV) System

The Enterprise Income Verification System is a system intended to provide a single source of income-related data to Public Housing Authorities and the U.S. Department of Housing and Urban Development for use in verifying the income reported by households participating in assisted housing programs. EIV provides CHA administrators with income data from a number of federal databases including, the Department of Health and Human Services’ National Directory of New Hires Data (NDNH) and the Social Security Administration.

Family Break-Up Please see Chapter 9, Section D.

Full-Time Student

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended.

Gross Rent

Rent to owner plus an allowance for tenant-paid utilities

Hardship Waiver

Please see Chapter 8, Section I for a full description of Hardship Waivers for both MTW and Non-MTW Programs

HAP Contract Please see Chapter 11, Section E.

Housing Assistance Payment (HAP)

CHA's portion of the HCV rent. Please see Chapter 11, Section E.

Head of Household

The adult member of the household who is the head of the household for purposes of determining income eligibility and rent and has legal responsibility for lease compliance.

Household

A household can be any of the following:

1. Two or more persons residing in the same dwelling as their primary residence:
 - a. All of whose income and resources are available to meet the households needs; and
 - b. Who are related by blood, marriage, or operation of law; or
 - c. Who have otherwise evidenced a stable inter-dependent relationship.
2. One Person.
3. Disabled Household.
4. Elderly Household.

The following instances **do not** meet the definition of a household:

5. Boarders, lodgers or transient paying guests;
6. Unrelated adults who have not lived as household members on a regular basis.

Income

There are 2 types of income calculated by CHA:

1. Annual Income (as defined under CHA's MTW program): means all amounts, monetary or not, which go to, or on behalf of the head of household or spouse (even if temporarily absent) or to any other household member; or are anticipated to be received from a source outside the household during the 24-month period following admission or biennial reexamination effective date and that are not included in the list of excluded income in Chapter Seven.
2. Adjusted Income (as defined under CHA's MTW program): the income upon which income-based rent is based, means Annual Income less the allowable childcare or medical deductions.

Income determination is fully described in Chapter Seven.

Limited English Proficiency (LEP) Policy

CHA's language policy to ensure meaningful access to individuals regardless of primary language spoken.

Persons who do not speak English as their primary language or who have limited ability to read, write, speak or understand English are provided language assistance through the LEP Plan, which can be found in Chapter 20.

Live-In Aide

A person residing with elderly, near-elderly and/or disabled persons who is determined to be:

- Essential to care and well being of the person(s)
- Not obligated for support of the person(s)
- Would not otherwise be living in the apartment, except to provide supportive services

A live-in aide may be assigned a bedroom, but is not added to the voucher or lease. See Chapter 5 for more details on the Live-In Aide policy.

Minimum Rent Please see Chapter 7, Section E.

Mixed Family Please see Chapter 8, Section H.

Moving to Work (MTW)

Moving to Work (MTW) Moving to Work (MTW) is a federal demonstration program that allows public housing authorities (PHAs) to design and test ways to:

1. Promote self-sufficiency among assisted families;
2. Achieve programmatic efficiency;
3. Reduce costs; and
4. Increase housing choice for low-income households.

To permit the flexibility needed for this level of innovation, Congress exempted participating PHAs from much of the Housing Act of 1937 and related U.S. Department of Housing and Urban Development (HUD) regulations to allow an MTW Agency the freedom to develop programs to meet the unique needs of the each Agency's community. CHA was one of the first PHAs in the nation to join the demonstration program.

Near Elderly

An individual who is between fifty-eight (58) and fifty-nine (59) years of age

Net Assets

The cash value, after deducting reasonable costs that would be incurred in disposing of:

- Real property (land, houses, mobile homes);
- Savings (CDs, IRA or KEOUGH accounts, 401K accounts) checking and savings accounts, and precious metals;
- Cash value of whole life insurance policies;
- Stocks and bonds (mutual funds, corporate bonds, savings bonds); and
- Other forms of capital investments (business equipment).

Payment Standard Please see Chapter 8, Section B.

Perpetrator Please see Chapter 20.

Portability Please see Chapter 15.

Preference

Priority given to applications as explained in Chapter 3

Reasonable Accommodation (RA) Please see Chapter 20.

Recertification Please see Chapter 10.

Remaining Household Member Please see Chapter 9, Section C.

Request for Lease Approval

Forms submitted to CHA's leasing department to initiate lease-up process from a prospective landlord. These forms include the Certification of Lead Law Compliance, W-9 (tax ID) forms and Direct Deposit forms. These forms can be found at <http://cambridge-housing.org/getdoc/aadd57f1-21df-43f9-aa52-558009a9a0b2/Complete-Request-forTenancy-Approval-Packet.aspx>

Rent Reasonableness Please see Chapter 13.

Tenant Rent

The amount payable monthly by the household as rent to the landlord

Total Tenant Payment

The amount paid by a household to the landlord as rent plus the estimated amount the household pays for utilities not supplied by landlord, as defined in the lease agreement

Tolling Please see Chapter 6, Section D.

Utility Allowance

CHA's estimate of the average monthly utility bills (except telephone and television) for an energy-conscious household. This estimate considers only utilities paid directly by the household. If all utilities are included in the rent, there is no utility allowance. Utility allowances vary by apartment type and are listed on the property's rent schedule.

Violence Against Women Act (VAWA) Policy

The Violence Against Women Act (VAWA) assists the CHA in providing rights under the Violence Against Women Act ("VAWA") to its applicant households, public housing households and other program participants. The VAWA policy is found in Chapter 20.

Veteran Please see Chapter 3, Section E, Subsection 5d.

Victim Please see Chapter 3, Section E, subsection 7a.

Chapter 3 APPLICATION FOR HCV PROGRAM, THE WAITING LIST, AND PREFERENCES

A. Overview

CHA's policies provide that all families interested in housing assistance be given equal opportunity to apply and will be treated in a fair and consistent manner. CHA maintains a single waiting list for the tenant-based HCV Program and another list for the SRO units. As noted in Chapter 16, there is a PBV waitlist for CHA's Project-Based HCV Program and some programs, such as Mainstream vouchers use different lists that are discussed later in this Chapter (please see, F. Special Admissions Procedures, below).

Although CHA tracks bedroom size requirements for each applicant, this information is only used for Project-Based placements and not for the issuance of Tenant-Based vouchers. An applicant's place on the waiting list is determined by their preference status (if applicable) and date and time of application. No person shall, on the grounds of race, color, age, national origin, religion, sex, military status, sexual orientation, marital status, familial status, disability, gender identity, or source of income be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the HCV Program.

B. Processing Preliminary Applications for CHA's Leased Housing Programs

1. CHA will accept and process preliminary applications in accordance with CHA's procedures. When accepting preliminary applications, CHA does not verify any information supplied and does not accept any corresponding documentation. CHA assumes that the information certified to by the applicant in the preliminary application is correct. CHA will verify that information later in the application process.
2. Every preliminary application for admission to a leased housing program shall include the date and time of application; applicant's race and ethnicity; preference eligibility determination; and the apartment size(s) for which the applicant is eligible.
3. As applicants approach the top of a waiting list, they will be sent a more detailed application and a request for documentation. Applicants who fail to respond or who cannot be contacted will have their applications removed from all waiting lists as noted in Section F of this Chapter, subject to reasonable accommodations for people with disabilities.
4. Once the detailed application and documents are returned, the following information will be verified to determine whether the applicant is qualified for further screening:
 - a. Preference status;
 - b. Income eligibility;
 - c. Assets and asset income (but only if applicable for program); and
 - d. Citizenship or eligible immigration status.

C. Opening the Waiting List

Two weeks prior to opening any CHA leased housing waiting list, CHA will issue a public announcement, including the opening date for the waiting list, which will be placed in a local newspaper of general circulation, electronically through CHA's website, and in minority media. The announcement will include information on where and when applications will be taken, and if applicable, any limitations on who may apply. As a general rule, CHA will use a lottery system for the first two weeks that the list is open to assign a position on the waiting list, and will then switch to a date and time methodology.

D. Closing a Waiting List

When CHA determines that any of the leased housing waiting lists contain an adequate pool of applicants for use of available program funding, the Director of Leased Housing or his/her designee may petition the Executive Director and the Board of Commissioners for permission to close the list for an undisclosed period of time. If approved, the Department shall close the list only after proper public notification in accordance with CHA's Equal Opportunity Housing Plan (EOHP). During the periods that the Tenant-Based waiting list is closed, Tenant-Based vouchers can only be accessed by participants transferred from the Project-Based HCV Program, public housing residents granted an accommodation, and MTW transfers or applicants who are approved for emergency status.

E. Organization of Waiting List

1. The HCV (Leased Housing) Program waiting lists use a two-tiered preference system. This system gives applicants that qualify for a preference an opportunity to receive a subsidy ahead of applicants that do not have a preference. The preferences are a way of organizing the waiting lists to address local housing issues and agency policy. Without preferences, applicants on the waiting list would be "organized" only by the date and time that they applied.
 - a. Applicants should think of the leased housing lists as having two 'layers' within the list: one group made up of applicants who meet the preference criteria and another group who do not meet the criteria for a preference.
 - b. The ability to qualify for a preference is important because it affects an applicant's placement on the lists. When preferences are used, applicants are placed on the lists by preference group and then, within the preference group by date and time of application.

EXAMPLE: Four (4) applicants apply for the Housing Choice Voucher Program as follows:

John applies on 5/4/2006
Frantz applies on 12/5/2006
Sally applies on 4/19/2007
Ramon applies on 7/23/2007

Using only the information found on the initial application, it is determined that Sally, who works in Cambridge is eligible for a preference; Ramon, who lives in Cambridge is eligible for a preference; while John and Frantz, who don't work or live in Cambridge are not eligible for any preference. Based on this determination, the applicants are placed on the waiting list in the following order:

| | | | |
|----|--------|-----------|---------------|
| 1. | Sally | 4/19/2007 | Preference |
| 2. | Ramon | 7/23/2007 | Preference |
| 3. | John | 5/04/2006 | No Preference |
| 4. | Frantz | 12/5/2006 | No Preference |

Even though Ramon and Sally applied after John and Frantz, they will get housed first because of their preferences.

2. Preference: A preference will be granted to applicants who are otherwise qualified for the Local Leased Housing Program and who, at the time of the offer (immediately prior to issuance of a subsidy) are verified to meet one of the following criteria with the understanding that each criterion carries equal weight and shall not be ranked or combined in any way to grant a "higher" preference:
 - a. Resident of Cambridge: An applicant that is permanently living in Cambridge on the date that he/she submitted a preliminary application, the date of screening, and the date of final certification. Although there is no requirement that an applicant live in Cambridge for a specified period of time before becoming eligible as a household, the applicant's housing arrangements must have been intended to be permanent and not temporary in nature. However, if an applicant is temporarily living with relatives in Cambridge or is living in a shelter in or outside of Cambridge and, in either case, the applicant's last permanent residence and domicile was in Cambridge, then he/she shall still be considered a resident of Cambridge. Residents also include families living in Congregate Housing or Single Room Occupancy arrangements in Cambridge, as well as families that receive housing assistance under a Federal or State program.
 - b. Residency Transitional Households: An applicant that is currently living in a Cambridge shelter or transitional facility OR was living in a Cambridge shelter or transitional facility but was later relocated by the Department of Housing and Community Development (DHCD) and/or service provider to a facility outside of Cambridge.

PREFERENCE APPLICANTS – *Will be housed first*

- Those permanently living in Cambridge
- Those living in a Cambridge shelter or transitional facility – including those relocated out of Cambridge by the Department of Housing and Community Development (DHCD) or another service provider
- Non-resident applicants employed or about to be employed in Cambridge
- Those living in congregate or Single Room Occupancy (SRO) in Cambridge
- Veterans as defined in Massachusetts General Laws (M.G.L.) c. 121B § 1

ALL OTHER APPLICANTS – *Will be housed after all Preference Applicants*

- c. Employed or about to be employed: Any non-resident applicant employed or about to be employed in Cambridge on the date of application, the date of screening, and the date of final certification. This includes self-employed persons who can demonstrate specific arrangements to carry out their employment activity in Cambridge. The local preference for employment is not limited to permanent, continuous or full-time employment.
- d. Veterans: Those honorably discharged individuals that performed wartime service as defined in M.G.L. c. 121B § 1 and their spouses, surviving spouses, parents, and other dependents that apply for any housing receive a preference. Veterans as defined in M.G.L. c. 121B § 1 with the same date of application will receive a preference in the following order:
 - i. Veterans with a service-connected disability;
 - ii. Families (surviving spouse, parent or other dependent) of deceased veterans whose death was service connected; and other veterans.

3. Non-Preference Households: Families on the waiting list with no preference.

F. Emergency Status

CHA has a process where an applicant with a preference can be moved to the top of the list if the family meets certain criteria. Should an applicant meet the criteria, they are deemed to have emergency status and are offered the next available apartment in public housing or, in some cases, a Housing Choice Voucher.

- Emergency status for a victim of domestic violence requires that the incident occurred in Cambridge and the situation meets certain other conditions as described below.
- Emergency status applicants in other categories must first qualify for a preference as described above.

1. Emergency Criteria for Victims of Domestic Violence:

- a. The applicant or household member is a victim of domestic violence (as defined in the Abuse Prevention Act at M.G.L. c. 209A or the Violence Against Women Act, (Pub.L. 109-162, 2005), the incident occurred in Cambridge, and:
 - i. The applicant has been displaced from his/her Cambridge dwelling unit due to domestic violence and has not secured permanent housing; further the last incident of abuse (threatened, attempted, actual) has occurred within six (6) months of CHA's receipt of the emergency application; or
 - ii. The applicant or household member is recently displaced or likely to be displaced from his/her Cambridge dwelling unit due to the loss of income from an abuser who must leave the home (e.g. restraining order issued); and the applicant's rent is documented to be more than 50% of his/her monthly adjusted income as a result of the loss of income from the abuser being separated from the household.
- b. If emergency status is granted, CHA will consider this an emergency to be addressed by the issuance of a voucher.
- c. In determining emergency status under the domestic violence category the applicant must show:
 - i. That he/she is/was a permanent and approved resident of the Cambridge dwelling unit;
 - ii. That the abuser is/was also a permanent and approved resident of the Cambridge dwelling unit when potential displacement is claimed through loss of income; and
 - iii. That he/she, or a household member, is a victim of domestic violence by submission of a certification and, if required by CHA, provide third party documentation as described below.
 - iv. The certification form to be submitted is provided by HUD as part of compliance with the Violence Against Women Act (VAWA). A copy of the form can be found in the 'Program Forms' pages in the 'For Residents' and 'For Voucher Holders' sections of CHA's website (www.cambridge-housing.org) and are available from CHA's Central Office. Depending on its initial review of the circumstances, CHA may require more specific, third-party documentation to verify that the applicant or household member is a victim of domestic violence.
 - v. Third party documentation includes a police or court record of the domestic violence; other documentation signed by the victim and an employee, agent, or volunteer of a service provider, a social service provider, domestic violence shelter staff, school personnel, attorney, social worker or a medical professional (psychologists and mental

health providers) from whom the victim has sought assistance in addressing the domestic violence. The professional will attest, under penalties of perjury, to the professional's belief that the incident(s) in question are bona fide incidents of abuse. CHA shall not make contact with the abuser if doing so would create a risk of harm to the person claiming abuse and CHA shall maintain confidentiality of all information as per the VAWA policy (See Chapter 20 of the Plan).

- vi. If the applicant is granted emergency status, the applicant must provide the name of the abuser and shall certify that the abuser will not reside with the applicant.

2. Other Emergencies: For the remaining emergency categories the applicant must first qualify for a preference category as defined above and meet the specific criteria of the emergency category.

a. **Victim of a Natural Disaster:** The applicant is a preference family and has been left without housing because of natural disaster such as a fire or a flood.

- i. The applicant must show that he/she was a permanent and approved resident of the property;
- ii. The applicant or any member of the household was not responsible for the situation that caused the displacement; and the damage to the property must be sufficient enough that the property has been condemned and repairs are estimated to exceed two months;

b. **Notice to Vacate by the City of Cambridge:** The applicant is a preference family and has been given notice by the City to vacate an apartment and did not know of the issues that led to the order to vacate.

- i. The applicant must show that he/she was a permanent and approved resident of the property;
- ii. The applicant or any member of his/her household was not responsible for nor substantially contributed to any of the issues that led to the order to vacate;
- iii. The conditions that led to the condemnation or other orders to vacate the property could not have been evident at the time that the applicant and his/her family moved into the apartment; and

c. **No Fault Eviction:** The applicant is a preference family and is imminently faced with displacement by court order in a "no fault" eviction case and the applicant has an absolute deadline to vacate their current home within ninety (90) days or a time set by court order; or has been displaced by court order in a "no fault" eviction case within six (6) months of the CHA's receipt of the emergency application and has not secured permanent housing.

- i. Receipt of a notice to vacate from a landlord is not sufficient. Applicant must show documentation that the landlord has received a judgment for possession and receipt of the judgment was not based on a default by the applicant; and
 - ii. The applicant can show that his/her total household income is less than 60% of AMI and has been less than 60% of AMI for the proceeding twelve-month period.
 - iii. “No fault” evictions shall not include evictions for nonpayment of rent.
- d. Applicants that are determined to lack a preference and/or none of the emergency criteria apply to their circumstances are precluded from being considered for emergency status and will be provided with a detailed explanation of the reasons for the denial. This explanation will inform the applicant of his/her right to appeal the staff decision directly to the Executive Director or his/her designee by submitting a written response and/or additional information within 21 days. The Executive Director’s decision regarding preference eligibility is final with no right to appeal.
- e. Applicants that are determined to have a preference and appear to fall within one of the emergency criteria will be provided the opportunity to document their situation to a CHA staff person that was randomly assigned to perform the intake.
 - i. While the CHA staff person does not advocate on behalf of the applicant, he/she is expected to work with the applicant to collect documentation that will support the applicant’s claim.
 - ii. Once the applicant has been provided sufficient time to document their situation, the staff person will present the applicant’s case to the Emergency Review Committee.
 - iii. The Emergency Review Committee shall be made up of no less than three members of the Leased Housing Department and will be chaired by the Director of Leased Housing or his/her designee and will meet once per week,
 - iv. The Emergency Review Committee will only review documentation contained in the applicant’s file, no testimony or presentation from the applicant is allowed. The staff person that performed the intake presents the documentation to the committee.
 - v. The Emergency Review Committee makes a recommendation to the Executive Director based on the documentation contained in the file at the time of the presentation unless Chair, at his/her sole discretion, opts to table a recommendation and request additional information.
 - vi. The recommendation of the Emergency Review Committee is sent to the Executive Director or his/her designee and he/she may either concur or overturn the recommendation.

- f. CHA's Conference Panel will hear appeals related to those cases that have advanced through the Emergency Review Committee, and whose case has been acted on by the Executive Director or his/her designee.
- g. Only one emergency application for a particular emergency per household will be accepted.

EXAMPLE: A mother and daughter who lost their two-bedroom apartment to fire cannot each apply for a one bedroom through the emergency application process. They must apply as a household for a two bedroom. They can each apply for a one-bedroom unit through CHA's standard wait list.

G. Updating the Waiting List

1. CHA will update its leased housing waiting lists every two (2) years by contacting all applicants in writing or by the method designated at initial application by applicants with disabilities.
 - a. Once the preliminary application has been submitted, it is the responsibility of the applicant to notify CHA in writing of any changes of address.
 - b. Applicants only need to submit one change of address form, regardless of how many lists they are on. For example, a HCV applicant that also applied to several public housing sites would only need to submit one form.
 - c. Applicants should make sure that they can and will receive mail at any address they supply for the purpose of receiving mail.
 - d. Correspondence returned to CHA marked as "unknown", "return to sender", "forwarding address unknown", or "no such address" will result in the removal of an applicant from all program – Public Housing and the Housing Choice Voucher (HCV) Program – waiting lists.
2. If an applicant's preference status changes while on the waiting list, the applicant's position on the list will be adjusted to reflect the change.
3. Applicants are given a new application date when a change in circumstances results in their application receiving a preference.
4. When a change in circumstances results in the loss of a preference or a preference change, applicants keep their original application date.
5. When an applicant family that is already on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and both of the new families units claim the same placement on the waiting list, but there is no court determination, the Director of Leased Housing or his/her designee will determine waiting list placement taking into account the following factors:

- a. Which family member applied as Head of Household;
 - b. Which family unit retains children, disabled, or elderly members;
 - c. Restrictions that were in place at the time the family applied;
 - d. Role of domestic violence (if any) in the split; and
 - e. Recommendations of social service agencies or qualified professionals, such as the Department of Children and Families (DCF).
6. Throughout the process of admission, applicants' rights are protected; all applicants are entitled to know the reason for any CHA decision related to the award of preferences and/or rejection of an applicant for a voucher. Additionally, hearing procedures have been established and are available to applicants so that they may present information in support of their positions.
7. All correspondence from CHA pertaining to updating the waiting list goes through the U.S. Postal Service (USPS) unless, as a reasonable accommodation, an alternative method has been pre-arranged.
- a. Applicants are responsible for maintaining an active mailing address with CHA.
 - b. Applicants that fail to respond to a mailing relating to a Housing Choice Voucher (HCV) waiting list will be withdrawn from the HCV waiting list. No subsequent letter or notification of the removal is required. The applicant will, however, remain on the Public Housing waiting list.
 - c. When an applicant fails to respond to an update request, and CHA has removed the applicant from the waiting list, the following apply:
 - i. In cases where CHA has removed an applicant from the list for failure to respond, CHA will reopen the application if contacted within six months of the removal.
 - ii. After six (6) months, and absent any reasonable accommodation issues for an individual with disabilities, the Director of Leased Housing or his/her designee in his/her sole discretion may reopen the case. This decision is final and not subject to appeal.
 - iii. Applicants who are removed from the waiting list can reapply if/when the list is open, one year from the date the application is withdrawn.
 - d. When there is an error by CHA, removed applicants will have their applications reopened.
8. Applicants will be removed from the Housing Choice Voucher (HCV) waiting list if he/she:
- a. Fails to respond to CHA regarding the Housing Choice Voucher (HCV) program;

- b. Is found ineligible to participate for failure to pass the certification process;
- c. Fails to attend a scheduled briefing (failure to attend a rescheduled (second attempt) briefing without 48 hours notice to CHA); or
- i. The applicant is briefed and physically receives a subsidy.

H. Programs with Special Admissions Procedures

Some of CHA's leased housing programs do not rely on the admissions procedure discussed in this chapter. The overall intent of CHA's leased housing programs is to provide housing to a broad array of individuals, particularly those that might not be served otherwise. To do this, CHA will, from time to time, partner with other groups and issue special-purpose subsidies. CHA and the group will enter into a memorandum of understanding that will include the terms, responsibilities of each party, and conditions surrounding the special-purpose subsidies. Special-purpose subsidies may include mobile vouchers; vouchers issued directly to service providers; vouchers with special rent calculation formulas; and special occupancy vouchers. While some of these programs will rely on CHA's MTW authority, others utilize HUD's authorized practice, which actually differs from the standard practice. Programs that rely on HUD's authorized practice are as follows:

1. Shelter Plus Care: Service providers apply for this program through the City of Cambridge and the City then applies to HUD. Instead of awarding vouchers, HUD awards a set amount of money and the service provider uses this money in accordance with their original proposal. While the money is funneled through CHA, client selection is performed by the service provider.
2. VASH (Veterans Affairs Supported Housing): These vouchers are filled with referrals made through the Department of Veterans Affairs (VA).
3. Mainstream and Designated Housing Vouchers: These vouchers have either been allocated to CHA as part of its designated housing plan or have been converted through CHA's MTW designation to assist those younger disabled applicants that have applied for elderly/disabled public housing. When vouchers are available, the CHA will create a combined elderly/disabled list from all the site based elderly/disabled public housing wait lists, will sort the list in accordance with this plan and will issue a voucher to those applicants that have been found eligible to be placed in elderly/disabled public housing but cannot be placed because of the cap on younger disabled placements.

I. Programs That Rely on MTW:

The following programs rely on CHA's MTW authority:

1. Assisted Living Units (Neville Manor/JFK): These are a mix of Project-Based and Tenant-Based vouchers that are available to current public housing and voucher participants and eligible voucher applicants that require assisted living services. While the preference and application selection process is the same as other Project-Based voucher units, there must be a need for assisted living services to be eligible.

2. **Sponsor-Based Vouchers:** These vouchers are assigned directly to a service provider. The provider then finds and rents an apartment and allows its clients to utilize the apartment while receiving services.
3. **Putnam Square Apartments:** This property is owned by Harvard Real Estate and subject to a long-term agreement with CHA. The property was operated through the former Federal 10C Program. When HUD notified CHA of its intentions to no longer fund the program, CHA applied for and received vouchers that were then applied as Project-Based vouchers to fund the existing contract. This property is operated as if it were a CHA owned elderly/disabled-housing complex. CHA maintains a separate site based elderly/disabled waiting list, performs the tenant selection and does the initial lease up. CHA intends to maintain this procedure as long as the property continues to be owned by Harvard or CHA determines it is no longer economically feasible to do so. If there is a sale or the CHA determines it is no longer economically feasible to continue to perform tenant selection for this property, the property would be administered as regular PBV units in accordance with Chapter 16 of this plan.
4. **Family Opportunity Subsidy (FOS):** This program is the collaboration between CHA, Heading Home Inc., Parenting Resource Associates Inc., and the Executive Office of Massachusetts Community Colleges and is designed to help families transitioning from homelessness, to long-term housing assistance, to permanent self-sufficiency. Participants for this program are selected through a direct referral from the shelter system.
5. **The Career Family Opportunity – Cambridge (CFOC) Program:** This program is the result of a partnership between CHA and Crittenton Women’s Union and is modeled after their Career Family Opportunity program currently running in several Boston Housing Authority (BHA) family public housing developments in South Boston. The program is marketed to residents of public housing as well as leased housing participants who then volunteer for the program.
6. **CHA’s Expiring Use Preservation Initiative:** These vouchers are Project-Based vouchers found in properties that were losing their affordability status and are created when the HUD-issued enhanced voucher is converted by the existing resident to a Project-Based voucher or the CHA has authorized a stand-by Project-Based voucher for later use. Each project has a stand-alone agreement that outlines where the administration of these vouchers may differ from this plan.

All of these programs are explained in more detail in Chapter 17 of this Plan.

Chapter 4 ELIGIBILITY

A. Qualifying for Admission to the Leased Housing Programs

Excluding Programs with Special Admissions Procedures

The policy of CHA is to admit applicants that meet the following eight criteria:

1. The applicant meets the definition of a “household”;
2. The household does not have net assets at the time of admission in excess of \$100,000;
 - a. The asset limit does not apply to elderly and disabled households.
3. At least one household member must be a U.S. citizen or have eligible immigration status as required by HUD;
4. All household members must provide or authorize CHA to obtain documentation of Social Security numbers or federally issued alternative Identification numbers for household members who do not have Social Security numbers;
5. All household members must meet the screening criteria and must attend a CHA briefing session at the time of subsidy issuance;
6. Applicants who own property in which he/she can legally reside will be rejected unless:
 - a. A household member or members are unable to reside in the property because of domestic violence;
 - b. The applicant is making a good faith effort to sell the property;
 - c. The property is owned in a country where there is verifiable evidence that the household would face retribution or repression if they to return to the country where the property is owned.
7. Unless up to date on a payback agreement, applicants cannot currently owe any money to CHA, other Public Housing Authority, or owner of state- or federally-assisted housing. If the applicant is unable to enter into a payback agreement, the debt must be paid in full; and
8. An applicant’s income does not exceed HUD’s established income limits or CHA’s asset limits for program eligibility.

| | | | | | | | | |
|--------------------------------|---|---|---|--|---|--------------------|---|-----------------------------|
| Constitutes a Household | + | Eligible Income | + | Has provided Social Security or Alternate ID Documentation | + | Not a Homeowner | = | ELIGIBLE + QUALIFIED |
| Able to Obtain Utility Service | + | At least one member meets Citizenship or Immigration Requirements | | | + | Meets CHA Criteria | | |

B. Screening for Eligibility

1. All applicants will be screened in accordance with this Administrative Plan.
2. To be eligible for participation, an applicant must meet the criteria established by CHA.
3. Eligibility criteria includes:
 - a. An applicant must meet the definition of household.
 - b. Applicant is not a single full-time student under the age of 24 without dependents. Veterans and persons with disabilities are exempt.
 - c. An applicant must be at or below 50% of AMI unless:
 - i. Applicant qualified for a voucher as an applicant for emergency status, in which case income can be up to 80% AMI;
 - ii. Applicant is a current CHA public housing resident being relocated through a reasonable accommodation or as a result of modernization;
 - iii. Applicant is a returning or existing resident of a unit converted to the Project-Based voucher program; or
 - iv. Applicant qualified for a voucher through a "special" preference that was authorized through the Board of Commissioners.
 - d. An applicant must provide or authorize CHA to obtain Social Security Numbers or other federally issued alternative identification for family members.
 - e. An applicant must provide valid photo identification for all household members 18 years and older.
 - f. An applicant must provide or authorize CHA to obtain Declaration of Citizenship or Eligible Immigrant Status and verification where required; and
 - g. At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before CHA may provide any financial assistance.

C. Grounds for Denial

1. If an applicant or a member of his/her household currently owes money to CHA, any other housing authority, or owner of state or federally assisted housing, the applicant must be rejected unless they are current on a payback agreement or immediately pays the debt in full.
2. CHA must reject an applicant if any household member has been evicted or terminated from any federally-assisted housing for drug-related criminal activity in the past three years.
3. CHA must reject an applicant if it is determined that:
 - a. Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any assisted housing;
 - b. Any member of the household is subject to a lifetime registration requirement under a state sex-offender registration program. A sex offender may be rejected based upon a criminal record in accordance with other grounds stated in this Chapter even if not subject to lifetime registration requirements.
4. CHA must reject an applicant if it is determined that:
 - a. A household is currently engaging in the illegal use of a drug;
 - b. There is reasonable cause to believe that a household's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other households;
 - c. Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other households;
 - d. Any member of the household is fleeing to avoid prosecution, or custody or confinement after conviction, for a felony crime; or
 - e. Any household member has a criminal history of violence against persons or property, or serious drug related offense; including but not limited to:
 - i. Homicide or murder, arson, armed robbery, drug trafficking, drug distribution, drug manufacture, domestic violence, weapons offenses, criminal sexual assault, home invasion, child molestation and other crimes against children.
 - f. Any household member has a criminal history in the past five (5) years that involves crimes against persons or property including but not limited to:

- i. Vandalism or destruction of property, possession of illegal drugs, threats or harassment, assault or fighting, burglary or breaking and entering, robbery.
- g. An applicant has intentionally misrepresented information related to eligibility, preference for admission, housing history, allowances, household composition or rent.
 - i. CHA will move to terminate the participation of any household admitted based on misinformation.

D. Screening Applicants Claiming Mitigating Circumstances:

1. If negative information is received about an applicant relating to any grounds for denial listed above in Section 1,2, and 4, CHA will consider the time, nature, and extent of the applicant's past conduct and factors (also referred to as mitigating circumstances) that might indicate favorable future conduct. To be considered, the factors indicating favorable future conduct must be verifiable.
2. CHA will consider applicants with negative behavior in their recent past if he/she can document, to CHA's satisfaction, that he/she has been rehabilitated.
3. However, CHA may admit the applicant if CHA determines that:
 - a. The applicant can provide documentation that the household member that was evicted or terminated has successfully completed a supervised drug rehabilitation program;
 - b. The household member that was evicted or terminated has died, is imprisoned or is in some other way permanently incapacitated and physically unable to enter the unit subsidized by CHA; or
 - c. The applicant's household will not include the household member that was evicted or terminated and agrees not to allow that member on the property.
4. An applicant with a disability that believes a denial is connected to his/her disability is advised to seek reasonable accommodation prior to requesting an informal review.

E. Determination of Qualification

Once status is determined, qualified and unqualified applicants are contacted.

1. A qualified applicant will be notified in writing by CHA that his/her file has been certified (approved) and are either informed of a briefing date or provided an estimated waiting time for the next briefing date.
2. An unqualified applicant will be sent a Notice of Denial. The notice will state a brief reason for the denial and offer the applicant the opportunity to appeal.

- a. If CHA's denial is based on an applicant's criminal history, the notice will specifically state the information obtained from the criminal history report that makes the applicant unqualified. The notice shall also inform the applicant that he/she has the right to dispute the accuracy of the record and that a copy of the record will be provided if the applicant requests.
- 3. If an applicant disputes the denial, they have the right to have the decision reviewed.
 - a. Applicants receiving Notices of Denial can request an informal review with the Deputy Executive Director or a designee as noted in Chapter 19 Section B.
 - b. Applicants that have their denial upheld through the informal review process have no other appeal rights within CHA.

Chapter 5 OCCUPANCY GUIDELINES

A. Introduction

CHA has a policy of basing subsidy size on the following guidelines:

| NUMBER OF BEDROOMS | MINIMUM PERSONS PER UNIT | MAXIMUM PERSONS PER UNIT |
|-----------------------|---------------------------------|-------------------------------|
| | <i>Fewest Household Members</i> | <i>Most Household Members</i> |
| 0 Bedrooms | 1 person | 1 person |
| 1 Bedroom | 1 person | 2 people |
| 2 Bedrooms | 2 people | 4 people |
| 3 Bedrooms | 3 people | 6 people |
| 4 Bedrooms | 4 people | 8 people |
| 5 Bedrooms | 5 people | 10 people |
| 6 Bedrooms | 6 people | 12 people |

1. An exception to subsidy size may be made in the case of a reasonable accommodation for a person with disabilities.
2. The following principles govern the size of the subsidy for which an applicant will qualify:
 - a. Generally, two people are expected to share a bedroom.
 - b. Two children will be required to share a bedroom except as follows:
 - i. Children of the same sex, seventeen years of age and below, whose birth dates are more than ten years apart, will not be required to share a bedroom.
 - ii. Children of different sexes will share a bedroom, with the oldest permissible age for sharing set at seven years of age.
 - c. Adults (eighteen and over) who are spouses or in an equivalent relationship are required to share a bedroom.
 - d. Adults (eighteen and over) who are co-heads are not required to share a bedroom although they may do so at their request.
 - e. Adults (eighteen and over) who are neither spouses nor co-heads are not required to share a bedroom although they may do so at their request;
 - f. A single head of household parent will not be required to share a bedroom with his/her child, although they may do so at their request.

- g. An unborn child will not be counted as a person in determining subsidy size.
- h. Subsidy size will be determined by the household members present (including custody arrangements) at the time of screening with exception made for household members temporarily away for school or military service or children in temporary custody of an agency, provided that there is expected reunification within the ensuing twelve-month period. For children in temporary custody of an agency, see Section C, below.
- i. In cases of joint legal or physical custody, the household will be awarded a bedroom only if it can be shown that, over the past twelve months, the child has spent more than 50% of their time living with the household. This is defined as 182.5 days of the year, which do not need to run consecutively. In no event can a child receive federal subsidy concurrently at more than one unit.
- j. While a live-in aide may be assigned a bedroom and added to the lease as a permitted occupant, the aide has no survivorship rights to the subsidy. Single elderly or disabled households with live-in aides will be assigned a two-bedroom subsidy.
- k. CHA does not permit a live-in aide's family members to reside in the subsidized apartment.
- l. Foster children or foster adults who are listed on the application or lease will be housed in accordance with the guidelines above.
- m. Living rooms may be used as a bedroom at a household's discretion, subject to the State Sanitary Code.

B. Changes to Subsidy Household Size for Participants

1. Participants that have obtained written owner approval to add a household member may then request that CHA add the household member as an authorized household member and re-determine the subsidy size based on the occupancy guidelines above.
 - a. Additional household members are subject to the same Eligibility Criteria as noted in Chapter 4.
 - b. The additional household member will not be authorized by CHA until an eligibility determination is made and the participant receives written notice of approval once deemed eligible.
2. Participants must obtain prior CHA approval of any additional household member before the new member occupies the unit except for additions by birth, adoption, or court awarded custody, in which case the family member must inform CHA within thirty (30) calendar days of the date of the addition to the household and after receiving written approval from the owner.

3. Participants must notify CHA in writing within thirty (30) calendar days from the date of any deletion to the household.
4. The occupancy guidelines in this Plan will be used to determine subsidy size. These changes also need to be reported to make certain that the unit size remains consistent with the household size and that the correct subsidy level is available and provided.
5. Requests to accommodate additional household members based on health-related reasons must be verified by a doctor, medical professional, and/or social service professional in accordance with CHA's Reasonable Accommodation Policy.
6. If the subsidy size for the family changes during the term of the HAP Contract, the "new" subsidy size is effective as follows:
 - a. If the subsidy size is increased, the change is effective on the first of the month following the date that the new household member is approved by CHA.
 - b. If the participant provided proper written notice of a decrease in household size, the change is effective at the first regular recertification following the change.
 - c. If it is determined that the participant failed to provide the proper written notice of a decrease in family size, change is retroactive to the first of the month following the date that the household member left the household.

In these cases, CHA shall not recapture past subsidy payments but will require the participant to enter into a twelve-month repayment agreement with CHA.

C. Family Unification

CHA may approve additional bedroom(s) for applicants requesting additional bedrooms for purposes of reunification of family members. CHA must obtain verification from the appropriate agency that this is a family for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child or children in out-of-home care, or in the delay of the return of a child or children to the family from out-of-home care. If the family status has not changed within six months from lease-up, the subsidy upon next recertification will be downgraded to the appropriate size, thereby increasing the family rent to owner.

Chapter 6 TENANT-BASED VOUCHERS

A. Briefing

1. Once an applicant is determined to be eligible for participation, CHA will conduct briefing sessions in groups of not more than thirty (30) participants. These sessions will provide households with a comprehensive understanding of the program with the objective of enabling them to find a suitable unit and meet its responsibilities.
2. The briefing session will consist of oral presentations and the distribution of the Housing Choice Voucher Program packets. The session will cover the following topics:
 - a. Departmental overview/job descriptions/staff responsibilities;
 - b. Review of the voucher terms;
 - c. Payment standard;
 - d. Calculation of TTP;
 - e. Maximum housing voucher subsidy;
 - f. Obligations of the family;
 - g. Determination of total housing costs;
 - h. Finding and leasing an apartment;
 - i. Resources: listings/brokers/newspapers/other organizations;
 - j. Security deposits;
 - k. First/last month rents;
 - l. Request for lease approvals;
 - m. Required inspections:
 - n. Lead paint;
 - o. Setting rents;
 - p. Discrimination: laws against, organizations to contact, complaint forms;
 - q. Lease responsibilities of landlord and tenant;
 - r. Landlord/tenant relations;
 - s. Notice requirements;
 - t. Evictions;
 - u. Mobility provisions of the program;
 - v. Reasonable Accommodation;
 - w. Violence Against Women Act
3. When a briefing includes any person with special needs and/or disabilities, CHA will take appropriate steps to ensure effective communication and an accessible location. Family members, representatives and service providers who assist families with special needs are encouraged to attend briefings.
4. Individuals that do not speak English as a primary language, may request translation services in accordance with CHA's LEP policy found in Chapter 20 of this Plan. Applicants may also bring their own

translators if they wish and CHA may elect to hold individual sessions in cases where English is a second language.

- a. No applicant may obtain a voucher unless he/she has attended a briefing session. An applicant may request (48 hours in advance of the scheduled briefing), one **reschedule** of their briefing session, however, these sessions are not held on a regular basis, and applicants could have a substantial wait time for a rescheduled briefing.
 - b. The **rescheduled (second attempt)** briefing appointment can only be canceled with “good cause” which is limited to the documented death or serious illness of the head of household, an immediate family member or relative that was sudden and unplanned and required the attention of the head of household.
 - c. Failure to attend an originally-scheduled briefing appointment without giving 48 hours prior notice or a rescheduled briefing, as outlined above, **will result in removal from the waiting list.**
5. Applicants removed from the waiting list have a right to an Informal Review in accordance with Chapter 19 of this Plan.

B. Voucher Term

Once the applicant has been determined eligible and attends the briefing session, an appropriately sized voucher is issued. Only the Executive Director, Deputy Executive Director and the Director of Leased Housing are authorized to sign CHA vouchers. Vouchers are issued for a total search period of 120 days. Within the 120-day period, the participant must locate a suitable unit and notify CHA of their intent to enter into a lease with the owner.

C. Extension of Voucher Term

1. The total term of the voucher may not exceed 120 days unless there is a tolling (Section D below) of the voucher or an extension as noted in this section.
2. Participants that are unable to locate a suitable apartment within 120 days are able to request an extension of up to sixty (60) days. Any request beyond the 120-day initial term of the voucher must be made prior to the expiration of the voucher and must be in writing.
 - a. Any extension beyond the initial 120-day term is granted at the sole discretion of the Director of Leased Housing or his/her designee and is not subject to the appeal process.
 - b. Extensions will only be considered if:
 - i. The participant can document that he/she worked with a housing advocate for at least sixty days of the 120-day voucher term; or

- ii. The participant can show extenuating circumstances have prevented the family from making an extensive search. Factors considered may include but are not limited to:
 - Death or serious documented illness of a family member that prevents the participant from performing an appropriate search.
 - Whether or not the participant submitted requests for lease approval that were not approved by CHA.
 - Whether family size or other special requirements make finding an apartment difficult.
3. The family needs and requests an extension of the initial voucher term as a reasonable accommodation.

D. Tolling of Voucher Term

1. Tolling is an administrative process that suspends the term of the voucher under very specific circumstances. The overall purpose of the tolling provision is to put the participant back in the position that he/she would have been in absent the event that triggered the tolling.
2. The overall purpose of the tolling provision is to put the participant back in the position that he/she would have been absent the event that triggered the tolling.
3. Tolling is applied in the following circumstances:
 - a. The participant submits a request for lease approval and due to circumstances beyond the participant's control, the process is delayed or it falls through;
 - b. Family has filed a discrimination case against a potential landlord (In this situation, tolling only applies to the apartment in question);
 - c. As a reasonable accommodation;
 - d. The participant head of household is hospitalized (documented); or
 - e. Other extraordinary circumstances that are deemed by the Director of Leased Housing or his/her designee of a sufficient nature to raise an issue of fairness and therefore require additional time.

Chapter 7 DETERMINING INCOME

A. Annual Income

1. The first step in determining a household's rent is income determination.
2. CHA must verify a household's income using the following hierarchy:
 - a. Upfront income verification with EIV.
 - b. Upfront income verification with non-HUD system.
 - c. Written third party verification such as paystubs, letter from employer, bank statements or benefits notice.
 - d. Written third party verification form.
 - e. Oral third party verification such as a phone call.
 - f. Tenant declaration or self-certification form.
3. CHA can also use prior year's income, adjusted for inflation, to determine a household's future income if it informs or clarifies the estimate of income but does not distort calculation. Where circumstances have changed significantly from the prior year, the CHA will consider such information
4. Payments a household receives on a regular basis counts as income. Some examples are: employment, Social Security, welfare and business income.
5. MTW Pilot Programs (for instance, Family Opportunity Subsidy) may use a different definition of annual income and may even calculate annual income in a different manner. Those using this plan in relationship to a specified Pilot Program should always look to the program specifications for that program found elsewhere in this Plan.

B. Annual Income – What is counted?

1. Annual income is a household's total income from all sources as determined by CHA. Sources of income include:
 - a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
 - b. The net income from operation of an established business or profession, including any withdrawal of cash or assets from the operation of the business;

- i. An established business or profession is one that has been up and running for more than twelve (12) months;
 - ii. Withdrawals of cash or assets will not be considered income when used to pay the household back for cash or assets invested in the business;
 - iii. Expenditures for business expansion or payment of capital indebtedness will not be used as deductions in determining the net income from a business; and
 - iv. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations.
- c. When household assets total more than \$50,000, CHA will include as annual income, the imputed asset income. Imputed income from assets will be calculated by multiplying the market value of all family assets when in excess of \$50,000 by the current HUD-established passbook savings rate.
 - d. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts;
 - e. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay;
 - f. All Temporary Assistance for Needy Families (TANF) and Emergency Aid to Elders, Disabled and Children (EAEDC) assistance payments received by or on behalf of any household;
 - g. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the apartment made to or for households; and
 - h. All regular pay, special pay (excluding pay for hostile fire), and allowances of a household member in the Armed Forces.

C. Annual Income – What is not counted?

There are items not counted as income including several items excluded by federal law. A list of all applicable income exclusions is available in Appendix 1 of this Plan.

1. Annual Income does not include the following:

- a. CHA does not count ("excludes") income from assets worth \$50,000 or less. This includes checking and savings accounts, certificates of deposit, or most other interest bearing accounts;

- b. Income from the employment of children (including foster children) under eighteen (18) years old;
- c. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to any household member, who are unable to live alone);
- d. Lump sum additions to household assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal or property losses;
- e. But if any of these items are received on a regular basis (monthly or weekly, for example) they are counted as income, or if they raise the assets held by the family to a market value of more than \$50,000 or more, CHA will include the imputed asset income as annual income. Imputed income from assets will be calculated by multiplying the market value of all family assets when in excess of \$50,000 by the current HUD-established passbook savings rate.
- f. Amounts received by the household that are specifically for, or in reimbursement of, the cost of medical expenses for any household member;
- g. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Chapter 2 for definition of live-in aide);
- h. The full amount of student financial assistance paid directly to a student and then paid to the educational institution;
- i. Temporary, non-recurring, or sporadic income (including gifts);
- j. Earnings in excess of \$480 for each full time student 18 years old or older (excluding head of household, co-head or spouse);
- k. Adoption assistance payments in excess of \$480 per child;
- l. Deferred periodic payments of Supplemental Security Income and Social Security benefits that are received in a lump sum payment;
- m. First twelve (12) months of net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business.
- n. Other amounts excluded by HUD or other Federal law. (See most recently published Federal Register for more information).

D. Determining Annual Income

Prospective and past income may be used to calculate household rents, especially for households with irregular or sporadic employment histories. (For example, this method can be used for school bus drivers or classroom aides who are only paid for nine (9) months or for household members receiving unemployment compensation).

- A W-2 from a prior year, adjusted for inflation using the Department of Labor's Northeast Urban Consumers Price Index, can be used to calculate annual income.

E. Zero Income Households

1. Any household claiming a rent based on zero income has the burden to document their claim of no income.
 - a. While CHA may offer guidance to households, CHA has no responsibility to provide assistance to the household in meeting this obligation.
 - b. The underlying presumption shall be that no household has zero income.
 - c. The standard of proof shall be based on the preponderance of the evidence. Essentially, this means that based on the evidence presented by the household, it is more likely that the household has zero income.
 - d. CHA accepts third-party verification and Leasing Officers can send verification to DUA/DTA/SSA offices, however, adjustments cannot be made until this verification is received by CHA.
2. Once CHA is satisfied that the household has met their burden to claim zero income, the household's rent is determined as follows:
 - a. For the first three (3) months, the household's total tenant payment (TTP) will be reduced to \$0 and the household will be eligible to receive a utility reimbursement.
 - i. While the household's total tenant payment might be reduced to \$0, the portion of rent actually owed to the owner by the tenant could be more if the household resides in a unit where the gross rent (rent to owner plus an allowance for tenant-paid utilities) exceeds CHA's applicable payment standard.

EXAMPLE 1: Sally and her family reside in a two-bedroom apartment where the total rent to owner is \$1,800. All utilities are included in the rent so the gross rent and the total rent to owner are the same. The two-bedroom payment standard is \$1,650. Sally comes into the CHA and declares herself as a zero income household. After verification, Sally's TTP is dropped to \$0 but because of the excessive cost of the unit, she is still responsible to pay \$150 ($\$1,800 - \$1,650 = \150) to the owner as rent.

EXAMPLE 2: Frantz and his family reside in a two-bedroom apartment where the total rent to owner is \$1,535. In this case, Frantz is responsible for all utilities and the allowance is \$165, making the gross rent \$1,700. The two-bedroom payment standard is \$1,650. Frantz comes into the CHA and declares himself as a zero income household. After verification, Frantz's TTP is dropped to \$0 and he is eligible to receive up to \$165 as a utility reimbursement. However, the gross rent for his apartment exceeds the payment standard by \$50 so he will not get the full utility allowance reimbursement. Instead of receiving \$165, it is offset by the \$50 and he will receive \$115.

- b. Starting on the fourth month, households that have not reported income will be responsible to pay a minimum of \$50.00 to the landlord and will not be eligible to receive a utility reimbursement.
 - i. The \$50.00 is a hard minimum in that it is not adjusted for tenant paid utilities.
 - ii. While the minimum rent to owner is \$50.00, the portion of rent actually owed to the owner could be more if the household resides in a unit where the gross rent (rent to owner plus an allowance for tenant-paid utilities) exceeds CHA's applicable payment standard.

EXAMPLE 1: As noted above, for the first three (3) months, Sally and her family have had to pay \$150 to the owner as rent despite the fact that their total tenant payment was adjusted to \$0. Starting on the fourth month, Sally's rent to owner will increase to \$200 where it will remain until she reports a source of income to the CHA.

$\$150$ (amount paid over payment standard) + $\$50$ (minimum rent after 3 months at zero income = $\$200$).

EXAMPLE 2: As noted above, for the first three (3) months Frantz and his family have paid \$0 to the owner as rent and have received a utility reimbursement in the amount of \$115 for each of the three (3) months. Starting on the fourth month, Frantz's rent to owner will increase to \$50 and he will no longer receive a utility reimbursement. This will continue until Frantz reports a source of income to the CHA.

- iii. The \$50.00 hard minimum rent to the owner will continue until the household reports income.
- c. During the period that the household is a zero income household, they will continue to be called in for annual certifications as required but households will not need to meet with CHA as they transition from month three to month four as this adjustment is automatic. To include medical expenses, HUD requires evidence of payment. CHA will accept proof of an installment plan being current as evidence of prior payment and intent to pay future installments.

- d. Once a household claims zero income, they are required to report any change of income within thirty (30) calendar days of obtaining income.

F. Income Verification

1. Any document either submitted to or obtained by CHA for the purpose of income verification cannot be dated more than 90 days from the date of request by CHA.
2. CHA will always attempt to use HUD's Enterprise Income Verification (EIV) as the primary source to verify that households are reporting all of their income.
3. Discrepancies between income reported by the household and income verified by third party documents that are greater than \$2,500 in any twelve (12) month period require CHA to question the household and investigate for potential underreporting and CHA will evaluate the underreporting for potential fraud.
4. If CHA determines that there is fraudulent underreporting, CHA may move to terminate the household's participation or enter into a repayment agreement consistent with CHA's termination and payment policies found in Chapter 18.
5. Participant's that receive a notice of termination for underreporting have the right to appeal to a Conference Panel.
6. If the discrepancy is less than \$2,500 and CHA has received reliable third party verification, CHA will use the third party verification to determine income and will not investigate for potential underreporting.
7. CHA verifies reported income electronically using HUD's Enterprise Income Verification (EIV) system. If EIV information is not available, household members may be required to supply documents verifying Social Security (SS) or Supplemental Security Income (SSI) or other income, following the hierarchy found in Section A above.

G. Adjusted Income – Standard Deductions and Calculating Unreimbursed Childcare and Medical Deductions

1. There are two standard deductions that are allowed:
 - a. \$480 for each household member who is under 18 years of age, or disabled, or a full time student. The head of household, spouse, foster child or live-in aide are never counted as dependents.
 - b. \$400 per family when the head of household, co-head or spouse is at least 62 years of age or disabled.

2. When there are verifiable unreimbursed medical or childcare expenses, the household may receive a deduction from their income to help offset their medical or childcare costs.
 - a. For all families:
 - i. Childcare expenses – a deduction is applied to a household’s annual income for anticipated out-of-pocket expenses for the care of children less than thirteen (13) years of age.
 - A deduction is ONLY applied when the childcare enables a household member to be gainfully employed, to seek employment or to further his or her education or job training.
 - ii. Amounts deducted must be verified. Unreimbursed expenses cannot exceed:
 - The amount of income earned by the household member released to work; or
 - An amount determined as reasonable by CHA when the childcare permits a household member to pursue education, seek employment and job training.
 - b. For elderly and disabled households: CHA looks at a combination of the previous year’s unreimbursed medical expenses and any unreimbursed medical expenses expected in the coming year to determine medical expenses.
 - i. Medical expenses: A deduction is applied to a household’s annual income for expenses related to the cost of unreimbursed (out-of-pocket) medical expenses. Only those medical expenses that exceed 3% of annual income may be deducted.
 - ii. Medical expenses include but are not limited to:
 - Services of physicians and other health care professionals;
 - Services of health care facilities;
 - Health insurance premiums (including the cost of Medicare);
 - Prescription and nonprescription medicines;
 - Transportation to and from treatment;
 - Dental expenses;
 - Eyeglasses;
 - Hearing aids and batteries;
 - Attendant care; and
 - Payments on accumulated medical bills.
 - In cases where expenses are questionable, CHA will refer to IRS Publication #502, *Medical and Dental Expenses* to calculate a medical expense cost.
 - c. To be considered by CHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable and it must be evident that the household actually paid these expenses or can demonstrate they can and will pay anticipated recurring expenses.

- d. The adjusted income is the annual income less those deductions applicable to any given family.

Chapter 8 TOTAL TENANT PAYMENT, CHA SUBSIDY, AND FAMILY SHARE

CHA will use the methods set forth in this Administrative Plan to verify and determine that family income at admission and at recertification is correct. The accurate calculation of annual income and adjusted income will ensure that families are not paying more or less money for rent than obligated under the Regulations and CHA's MTW Agreement. Previous chapters define the allowable expenses and deductions that may be subtracted from Annual Income. Income and Total Tenant Payment (TTP) are calculated in accordance with 24 CFR Part 5, Subparts E and F, CHA's MTW Agreement and further instructions set forth in HUD Notices and Memoranda.

A. Total Tenant Payment

The "Total Tenant Payment" is the total amount that a tenant must pay for shelter, including both the tenant's share of the Contract Rent to the landlord, and any additional amounts for tenant-paid utilities. This section explains how that amount is calculated.

Unless a family declares zero income, the total tenant payment (TTP) for an assisted family is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income, or
- 10 percent of the family's monthly gross income, or
- \$50 minimum.

The amount that a family pays for rent and utilities (the family share) will never be less than the family's TTP but may be greater than the TTP depending on the rent charged for the unit the family selects. Families that declare zero income receive an exception to the standard TTP calculation as noted in Chapter 8, Section A of this Plan.

B. Payment Standard

1. The payment standard is defined as "the maximum monthly assistance payment for a family assisted in the Tenant-Based voucher program (before deducting the total tenant payment by the family)" [24 CFR 982.4(b)].
2. Payment standards are reviewed and set at least once per year and because of CHA's authority through Moving to Work, it has broad discretion in setting these numbers. There is no 120% of Fair Market Rent (FMR) limitation.
 - a. While CHA will provide justification when setting payment standards that are not between 90% to 120% of the current FMR, it is understood that the decision rests solely with CHA. Areas that should be considered when setting levels include but are not limited to:
 - i. Success rate of Tenant-Based voucher holders,
 - ii. The percentage of Tenant-Based voucher holders porting to other communities,

- iii. Market rents in Cambridge, and
 - iv. 'Position' of payment standard within the range of rents.
- b. The final payment standard schedule must be approved by the Board of Commissioners prior to implementation.
- 3. The payment standard for a family is the lower of:
 - a. The payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under CHA's subsidy standards; or
 - b. The payment standard for the size of the dwelling unit rented by the family.
- 4. If CHA has established an exception payment standard for a designated part of an FMR area and a family's unit is located in the exception area, CHA will use the appropriate payment standard for the exception area.
- 5. Payment standards set by CHA are for units located in Cambridge. For those who rent a unit outside of Cambridge, CHA uses the Boston Housing Authority Payment Standard for that area. The BHA Payment Standard can be found online, or viewed at CHA's main office. BHA services 150 cities in Massachusetts and has set payment standards for each town.
- 6. The payment standard that applies to a household when their initial lease is approved (at initial occupancy and transfer) is the payment standard in effect at the time the rent is negotiated with the owner.
- 7. The payment standard that applies to a household at the time of a regular recertification is the payment standard in effect on the actual meeting date of the regular recertification.
- 8. The Payment Standard that applies to a household at the time of an interim recertification is the payment standard in effect on the actual meeting date of the last regular recertification.

C. Utility Allowances

CHA shall maintain a utility allowance schedule that shows the typical cost of utilities and services paid by energy conservative households of various sizes and types as found commonly in Cambridge.

- 1. The schedule shall be in the form of a matrix showing typical energy consumption by bedroom size and building type and set up in a format selected by CHA.
- 2. At least once per year, CHA shall review current utility rates to determine if there has been a change of 10% or more. If so, the new rates will be applied to the matrix and a new schedule is published.

3. CHA applies the utility allowance that is the lesser of:
 - i. The actual unit size of the leased apartment, or
 - ii. The authorized voucher size.
4. The utility allowance that applies to a household when their initial lease (at initial occupancy and transfer) is approved is the utility allowance in effect at the time the rent is negotiated with the owner.
5. The utility allowance that applies to a household at the time of a regular recertification is the utility allowance in effect on the actual meeting date of the regular recertification.
6. The utility allowance that applies to a household at the time of an interim recertification is the utility allowance in effect on the actual meeting date of the last regular recertification.
7. For properties with less conventional systems, such as heat pumps, the Director of Leased Housing may determine an alternative allowance for participants that reside within the property.
 - i. An alternative allowance must be based on actual consumption/cost data and must be reviewed yearly.
8. A participant cannot be held responsible for a utility unless the fuel for that utility can be separately metered.

D. 40 Percent Rule

1. If a Tenant-Based voucher family chooses a unit with a gross rent (rent to owner plus an allowance for tenant-paid utilities) that exceeds CHA's applicable payment standard, the family will pay more than the calculated TTP. At initial occupancy, CHA may not approve the tenancy if it would require the family share to exceed 40% of the family's monthly adjusted income, except under the following circumstances:
 - a. The participant can demonstrate that he/she has successfully been paying in excess of 40% of his/her income for rent.
 - b. The participant has met with CHA staff and has demonstrated an understanding of the proposed rent burden and has demonstrated to the satisfaction of the staff that he/she can meet this burden.
2. If the household disagrees with the staff decision, a review by the Director of Leased Housing or his/her designee may be requested. This decision is final with no additional right of appeal.

E. Minimum Total Tenant Payment (TTP)

Unless a household claims zero income and utilizes the rent exception found in Chapter 7, Section E of this Plan, no household will have a total tenant payment of less than \$50, or \$25 for non- MTW programs.

F. Making Sense of the Pieces

The following list summarizes the steps to determine income and establish rent:

1. Determine annual income.
2. Determine deductions and allowances the household is eligible to receive.
3. Determine the household's adjusted annual and monthly income.
4. Determine the household's Total Tenant Payment (TTP).
5. Determine the Housing Assistance Payment (HAP).
6. Determine the Tenant Rent to Owner.

G. Utility Allowance Payment

A utility allowance payment (UAP) occurs when the Housing Assistance Payment (HAP) for a family exceeds the rent paid to the owner. CHA's practice is to pay the UAP monthly to the household. For households that have claimed zero income and receive an exception to the minimum rent policy, the UAP ends after three months as noted in Chapter 7, Section E.

H. Assistance for Mixed Families

A mixed family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. CHA does not prorate the assistance provided to a mixed family in strict accordance with HUD policies; instead, CHA increases the tenant's total tenant payment by 10%.

For those participants receiving subsidies through CHA at the time this policy was enacted, a transition rent was established for households whose rents decreased by more than \$150 through this policy. For these households, the rent decrease will be capped at \$150 for a period of two recertifications for those households recertified annually and one recertification for those households recertified biennially. After the transition period mixed households will be charged as calculated under the new mixed family rent policy.

EXAMPLE: If it is determined that a household does not have eligible immigration documentation the household is considered a 'mixed family'. In a mixed family, the tenant's total tenant payment (TTP) increases by 10%, which in turn increases the tenant's rent to the owner and lowers the CHA's contribution.

A participant is renting a two-bedroom apartment for \$1400 and he pays the electric utility. Thirty percent of the participant's adjusted income (TTP) is \$485. The utility allowance (UA) for electricity is \$55 so the participant's rent to owner is \$430 ($\$485 - \$55 = \430). If the household adds a member without eligible immigration documentation, that household becomes 'mixed'. The participant's TTP increases by 10% ($\$485 \times 10\% = \49) to \$534, thereby increasing the rent to owner to \$478 ($\$534 - \$55 = \479).

I. Hardship Waiver

MTW Programs

1. CHA has a Hardship Policy to help families experiencing significant, unexpected drops in income or increases in unreimbursed childcare or medical costs expected to last longer than sixty (60) days and that cannot be addressed through regular Plan provisions such as an interim rent change. Participants requesting hardship waivers must meet the following criteria:
 - a. Participant/Household is experiencing hardships when they are experiencing extraordinarily high costs of living, even after income deductions and exclusions.”, resulting in total shelter costs that exceed fifty percent (50%) of a household’s monthly adjusted income. Shelter costs are defined as the cost of rent and utilities (based on CHA’s utility allowance).
 - b. All hardship waiver requests and any supporting documentation must be submitted to CHA within ninety (90) calendar days of a rent adjustment notification or hardship event.
 - c. If the request and supporting documentation is received before the adjustment is made, no further adverse action can be taken by CHA until a decision is made on the waiver request.
 - d. If granted, a hardship waiver counts as an interim rent change.
2. Once the Hardship Waiver Request has been submitted, it will be reviewed by the Director of Leased Housing to determine whether or not the request meets the hardship criteria.
 - a. If the request does meet hardship criteria, it is submitted to the Hardship Review Committee.
 - b. If the request does not meet hardship criteria, the participant will be notified, in writing and the waiver request will be returned to the participant. There will be no appeal of the Director of Leased Housing’s decision.
3. The Hardship Review Committee can make any of the following recommendations to the Executive Director:
 - a. Allow an additional interim recertification for households that are not elderly or disabled;
 - b. Set household rent at the \$50 minimum;
 - c. Allow a zero income household an extension at their current level on the schedule found in Chapter 7, Section E of this Plan;
 - d. Extend the period that the household can receive a utility allowance reimbursement;

- e. Any combination of the remedies listed above;
 - f. Any action by the Hardship Review Committee will have no effect on any part of the rent attributable to the fact that the gross rent exceeds the applicable payment standard.
4. Once the Hardship Waiver Request has been accepted, it will be reviewed by the Hardship Review Committee. CHA's Executive Director can accept or decline any decision the Hardship Review Committee makes about a household's application for a Hardship Waiver.
- a. The Hardship Review Committee is comprised of members of CHA's Leased Housing Department who are also members of CHA's Emergency Review Committee. The committee shall be made up of no less than three members and will be chaired by the Director of Leased Housing or his/her designee, and will meet as needed.
 - b. Households that are applying for a Hardship Waiver can request that a public housing resident or Leased Housing participant be included in the Hardship Review Committee when it reviews the waiver request. CHA maintains a list of residents who have been trained to be a part of the committee.
 - c. Hardships are presented to the Hardship Review Committee by the Leased Housing staff member that received the hardship request.
5. Households whose Hardship Waiver requests are declined by the Hardship Review Committee and such decision is approved by the Executive Director can request an appeal through CHA's Legal Department.
- a. CHA's Conference Panel will hear appeals to declined Hardship Waiver Requests.
 - b. CHA will not take any action that adversely affects the household until the Conference Panel renders its written decision.

Non-MTW Programs

6. Eligibility: Households who are paying a minimum rent may apply for a Hardship Waiver if they are unable to pay the minimum rent because of a financial hardship, and are being evicted as a result.
7. Criteria: Households must meet the burden of proving one of the following financial hardships:
- a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

- b. When the family would be evicted because it is unable to pay the minimum rent;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - d. When a death has occurred in the family; and
 - e. Other circumstances determined by CHA or HUD.
8. If a hardship is granted, the Hardship Review Committee will determine if the hardship is temporary or long term.
- a. If the hardship is determined to be temporary, the minimum rent is suspended for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent is reinstated from the beginning of the suspension and the participant shall enter a reasonable repayment agreement.
 - b. If the hardship is determined to be long term the committee will recommend a zero rent with other conditions that may include the participant be referred to federal, state or local assistance programs to obtain verification that that they are ineligible to receive benefits.

In either case, the committee cannot waive any additional costs associated with the fact that the gross rent exceeds the applicable payment standard.

Chapter 9 CONTINUED OCCUPANCY

A. Eligibility for Continued Participation

1. Households who meet the following criteria will be eligible for continued participation:
 - a. Household is in full compliance with the family obligations and responsibilities for the applicable leased housing program as described and agreed to on the household's certificate of participation or voucher.
 - i. Households that have committed serious or repeated lease violations that are detrimental to the health, safety, or quiet enjoyment of the premises or the neighborhood, including but not limited to criminal activity, are not eligible for continued participation.
 - ii. Households that are evicted "for cause" may not be eligible for continued participation. CHA will evaluate the nature of the case prior to final determination and will notify households in writing of pending termination of participation.
 - iii. Households that are not current with any tenant-paid utilities are not eligible for continued participation. CHA will consider reasonable attempts to pay or enter into a payback agreement for outstanding utility account balances.
 - b. For purpose of continued occupancy, provided that the head of household has not violated any of the criteria in (a) above, remaining participant household members qualify as a participant household so long as at least one member is of legal age to execute a lease.
 - i. Those under the age of eighteen (18) must provide proof of emancipation, including but not limited to: marriage license; divorce decree; court ordered emancipation; military enlistment or discharge papers.
 - ii. An adult who becomes the guardian or caretaker of remaining household member(s) who are minors may apply to become head of household and must meet the eligibility requirements set forth in Chapter 4.
 - c. All household members must have Social Security numbers or HUD issued alternate ID. Issuance of a HUD ID in no way alters a participant household member's status.
 - d. Household members meet HUD standards on citizenship or immigration status or are paying an adjusted rent.
2. Households who meet the following criteria will not be eligible for continued occupancy:

- a. Non-elderly/disabled households whose net assets exceed \$100,000.
- b. Households who have a present ownership in, and a legal right to reside in, real property that is suitable for occupancy as a residence. This policy will not apply in the following circumstances:
 - i. A household member or members are unable to reside in the property because of domestic violence;
 - ii. The household is making a good faith effort to sell the property; or
 - iii. The property is owned in a country where there is verifiable evidence that the household would face retribution or repression were they to return to the country where the property is owned.
- 3. Those households not eligible for continued occupancy will be referred to the Director of Leased Housing and subject to termination of participation.

B. Additions to and Deletions from the Household

- 1. Only persons listed on the most recent certification form and/or lease, or added in accordance with CHA policy, shall be permitted to occupy an apartment.
- 2. See Chapter 10 Section E of this Administrative Plan for CHA's policy on rent changes due to changes in household composition. PBV participants are subject to penalties specified in Chapter 16 (item L.). Participants in expiring use buildings are subject to the Preservation Agreement for that property.
 - a. In some cases, the addition of a household member can have serious financial implications on the value of a subsidy.
- 3. Heads of household wishing to add a household member must provide the required documentation found in Chapter 4 section A of this Administrative Plan to show that the new member is eligible and that the household retains eligibility after the addition.
- 4. Heads of household wishing to remove a household member must provide documentation of the new address of the household member being removed. Acceptable documentation includes but is not limited to:
 - a. Court order or affidavit; or
 - b. A utility bill (excluding cellular phone) in the name of the household member leaving, addressed to their new address.

- c. At the Leasing Officer's discretion, CHA may accept reasonable evidence that a household member has left without providing the remaining members any way of contacting them, such as a third-party affidavit that the party has left.
- 5. Households who permit unauthorized individuals to occupy their apartments are subject to termination of participation.
- 6. PBV households who delete household members that causes the unit to not be of appropriate size must accept a Tenant-Based voucher and agree to relocate within 120 days of issuance (See Chapter 16 regarding PBV assistance).

C. Remaining Household Members

- 1. Except for vacating upon termination of a lease by the landlord or termination of participation by CHA, if, at any time, the head of household vacates the apartment for any reason including, but not limited, to divorce, separation or death;
 - a. Remaining household members must report the departure within ten (10) days.
 - b. Once reported, CHA will notify remaining household members that they must select a new head of household.
 - c. A replacement Head of Household must be selected and reported within thirty (30) days of notification by CHA.
 - d. If thirty (30) days after notification, no eligible Head of Household has been reported, CHA will proceed with an action to terminate participation.
- 2. The following factors may be considered when a remaining adult or emancipated minor applies to become the head of household:
 - a. Reports the departure of the head within ten (10) days of the occurrence as required;
 - b. Has been listed on the lease for at least two (2) years, or since admission, or since the beginning of the head of household's tenancy (if less than two (2) years from admission);
 - c. Has reported all income as required by CHA policy;
 - d. Has not committed any serious or repeated violation(s) of the lease agreement during their tenancy;
 - e. Has not violated any Housing Choice Voucher family obligations (if applicable) or other underlying program obligations;

- f. Those under 18 must provide proof of emancipation, including but not limited to: marriage license, divorce decree, court-ordered emancipation, or military enlistment or discharge papers;
 - g. If occupying a Project-Based unit that is no longer of appropriate size, agrees to accept a Tenant-Based voucher and relocate within 120 days of issuance; and
 - h. CHA may deny head of household status if there was either an action to terminate the participation of the former head of household, or there was an eviction action by the owner begun prior to the former head of household's departure. For example, if the former head of household is arrested for drug possession and CHA moved to terminate participation or the owner terminates the tenancy, following which, the head of household moves out. CHA may decide not to accept a new head of household and continue with the action to terminate participation.
- 3. In order for a remaining adult or emancipated minor to become the head of household the household member seeking to become head of household must meet the eligibility requirements set forth in Chapter 4, Section A.
 - 4. An adult who becomes the guardian or caretaker of remaining household member(s) who are minors may apply to become head of household and must meet the eligibility requirements set forth in Chapter 4.

D. Family Break Up

- 1. In cases where a participant household breaks up, only one side of the household is eligible for continued participation.
- 2. When notified of a situation whereby a household is breaking up, CHA will request written statements from both sides regarding the requested disposition of the voucher.
 - a. If there is no dispute between the parties, CHA will re-issue the voucher as requested.
 - b. If there is a dispute regarding the disposition of the subsidy, CHA will rely on any court decree concerning the disposition of the voucher.
 - c. If there is no court decree or one is not available, CHA will examine the circumstances of the case, looking at the following factors:
 - i. Will one of the parties remain in the current apartment;
 - ii. Will one of the parties retain custody of minor children;

- iii. Are there any members of the household that are ill, elderly or disabled and if so, where will they reside after the break up;
- iv. Was there an issue of physical violence or threatened physical violence?
- d. In cases where there is no court decree, the disposition of the voucher will be determined by the Director of Leased Housing or his/her designee, giving the greatest weight to issues of violence, custody of children and whether any household members are ill, elderly or disabled.
- e. If either party disagrees with the decision of CHA, they may seek an appeal to the Conference Panel. The other party will receive notice of the opportunity to participate in the hearing before the panel and the decision of the Conference Panel will be binding on both parties.

E. Guests

1. A guest may not stay overnight for more than thirty (30) days in any twelve-month period without prior written approval of the owner and CHA. Arrangements involving minor children are excluded from the 30-day limit with prior written approval of the owner and CHA.
2. Participant households are not permitted to allow roomers or boarders to occupy their apartment, or to sublet their apartment. Violation of this provision is grounds for termination of participation.
3. Participant households are not permitted to have anyone not listed on the rent notification letter and/or lease living in their apartment.

F. Extended Absences

1. It is recommended that participant households notify the property owner, secure their apartment and provide a means of contact in an emergency any time they leave the apartment for longer than fourteen (14) business days.
2. If the participant household will be out of the apartment for thirty (30) days or more consecutive days, it is required that they notify CHA in writing.
3. Each household member must physically occupy the leased apartment as his/her principal place of residence for at least nine (9) months during any twelve (12) month period unless good cause is shown for a longer absence. Good cause for extended absences include, but are not limited to:
 - a. Involuntary absence due to illness; or
 - b. Absence of a household member who is a fulltime student; or
 - c. Military service.

4. Extended absence for more than three (3) months during any twelve (12) month period due to incarceration is not considered good cause.
5. CHA will consider mitigating circumstances when determining good cause for an extended absence.

The head of household must notify CHA and remove any household member from their lease who is absent from the apartment without cause for more than three (3) months

Chapter 10 RECERTIFICATION

A. Periodic Rent Determinations – Recertification

1. Once an applicant becomes a participant household, their rent is periodically updated provided they are eligible for continued occupancy as noted in Chapter 9 section A. CHA updates each household's income and applicable deductions at each recertification to determine their rent.
 - a. Participants of the MTW voucher program that are disabled and/or elderly are required to be recertified in the Leased Housing Department biennially.
 - b. All other participants are recertified in the Leased Housing Department annually.
2. Participant households will be recertified annually (or biennially, as specified by program). Upon notification by the CHA, it is the responsibility of the household to fulfill the requirements of the recertification process. This includes keeping CHA informed of changes of address to ensure timely receipt of appointment letters.
 - a. CHA will **schedule** participants for recertification at least 60 days before the participant's anniversary date and will provide participant with at least 30 days advance notice of the appointment.
 - b. CHA will **reschedule** a recertification **one time**, provided the participant notifies CHA that they need to cancel 48 hours before the recertification appointment.
 - c. Participants who fail to attend an originally-scheduled recertification appointment **without giving 48 hours prior notice** will be charged a fee of \$60.
 - i. Participants that are assessed a fee can either pay the fee at their rescheduled appointment or the Leasing Officer will deduct the 1/12th of the fee (\$5.00) from their monthly housing assistance payment over a twelve-month period. The decrease in payment to the owner will result in a corresponding increase of the household share.
 - d. Participants who fail to attend a **rescheduled (second attempt) recertification appointment** without good cause will be referred for termination.
 - e. **Good cause** for postponed recertification is limited to the documented death or serious illness of the head of household, an immediate family member or relative that required the attention of the head of household
 - f. Additionally, CHA **will not pay** a subsidy on behalf of a household that has not completed a required recertification by the anniversary date. Without good cause for failure to recertify before the anniversary, retroactive payments will not be allowed.

3. Obligation to report income at recertification:
 - a. At the time of the recertification, households are obligated to report all earned and/or unearned income in accordance with the policies contained in this Administrative Plan.
 - b. Failure to accurately report all earned and/or unearned income may result in an action to terminate participation.
4. In most cases, MTW households do not have to report increases in income between regularly scheduled recertification.
5. The new rent notification letter will include the contract rent, tenant rent, subsidy amount, subsidy size, the date when any changes take effect, a list of authorized household members and information on the Violence Against Women Act, CHA's Hardship Policy, Reasonable Accommodation Policy and Limited English Proficiency Policy.
6. In addition to income, assets and applicable deductions, CHA will re-evaluate the appropriate subsidy size for the household and if necessary issue a new subsidy.
 - a. Household composition determines the unit size of the subsidy authorized, while the payment standard is the lower of the appropriate authorized subsidy size or actual unit size.
 - b. At the time of the recertification, the payment standard will be applied based on the lower of the current household composition/unit size.
 - c. At the time of the recertification, the utility allowance will be calculated based on the lower of the current household composition/unit size as noted above in Chapter 8, Section C.
7. Effective date of adjustment:
 - a. Households are notified in writing of any rent adjustment.
 - b. Rent decreases go into effect the first of the month following the effective date of the verified decrease of income or increase in unreimbursed medical or childcare expenses as long as the household reports change within thirty (30) days.
 - If the household fails to report Change within the thirty (30) day time period and cannot show good cause for doing so, the rent decrease will go into effect the first of the month following the verification of the decrease of income or increase in unreimbursed medical childcare expenses and not the actual effective date of Change.

EXAMPLE: Bill loses his job on January 5 and contacts the Leasing Officer assigned to interims by the end of January. After speaking to the Leasing Officer, Bill gathers and provides all of the necessary documentation by February 2. Since Bill reported the change within thirty (30) days, his portion of the rent is reduced effective February 1.

- c. Income decreases reported or verified within the week prior to the end of the month will take effect on the first day of the second month with additional subsidy paid to the owner retroactive to the first month.

EXAMPLE: Bill loses his job on January 5 and immediately decides to take a Florida vacation. Upon his return on April 8, he contacts the Leasing Officer assigned to interims and provides all of the necessary documentation to show that he did lose his job on January 5. However, in this case, Bill did not report the change within thirty (30) days as required and the change will not be retroactive but instead will be effective May 1.

- d. Participant rent increases (except those due to misrepresentation) require thirty (30) days notice and become effective the first day of the month after the thirty (30) day notice period.
- e. Participant rent increases due to misrepresentation take effect the first of the month following the event that was misrepresented and income not reported.
- f. The payment standard and utility allowance used for an annual or biennial recertification will be the Board approved numbers in effect on the date of the actual recertification meeting. Retroactive changes to the payment standards will not affect the participant rent.

EXAMPLE: John meets with a CHA Leasing office on September 2 for his annual recertification that will be effective on December 1 (his anniversary date). At the time of the meeting, John's new rent was based on a two-bedroom payment standard of \$1,500. At the Board meeting of October, the Board approves new payment standards for November 1. Regardless of whether the new payment standards are higher or lower, they will not affect John's December 1 rent.

- 8. CHA may complete a scheduled or interim recertification while in the process of terminating a participant. Once the recertification is completed, a new rent notification letter is sent to both the owner and the participant. Performing a recertification does not nullify CHA's action against the participant.

B. Adjusting Rent between Regular Recertification – Interim Recertification

- 1. Households who are not elderly or disabled can come into the office once between regularly scheduled recertification to have their rents adjusted down.
- 2. Elderly/disabled households and non-MTW households can come in for interim recertification as many times as they need.
- 3. For MTW-participants, all household income, including previously unreported earned income, is verified and used to determine interim rent. However, if the household rent would increase after all household income is verified, CHA will not complete the interim recertification.

4. Payment standards and utility allowances are not adjusted for income/deduction driven interim recertification but are adjusted for interims triggered by an increase in household composition.

EXAMPLE: Jill's last annual recertification took effect on September 1 and at that time; the two-bedroom payment standard was \$1,500. In October, the Board approved new payment standards. The two-bedroom payment standard increased to \$1,600 and the three-bedroom payment standard went to \$1,900. In December of that same year, Jill meets with her CHA Leasing Officer to report a decrease in her income. Because the interim request was the result of a change of income, the payment standard used remains unchanged at \$1,500.

In the following month, January, Jill again meets with her CHA Leasing Officer to report the birth of a daughter. Since Jill already has a son, she is now eligible for a three-bedroom subsidy. Since she is currently using her two-bedroom subsidy in a three-bedroom apartment, her Leasing Officer recalculates Jill's rent based on the new three-bedroom payment standard.

5. Any interim recertification that causes the household's TTP to drop is temporary. After receiving an interim rent decrease, households must report any new income increase or decreased childcare or medical expenses within thirty (30) days.
6. Failure to report any subsequent change within thirty (30) days will result in a retroactive rent increase and is grounds for termination of participation.

C. When does CHA Decrease Rent between Regular Recertification?

CHA will process an interim decrease in participant rent only if:

1. The MTW participant's loss of income, increased childcare or medical costs is expected to last longer than sixty (60) days.
2. CHA will not process interim recertification based on a job loss unless the newly unemployed household member provides documentation of unemployment benefits from the Department of Employment (DOE) or his/her former employer; or verifiable evidence that the household member is not eligible for unemployment benefits. However, at the household's request, CHA will process a provisional rent decrease while the unemployment claim is pending. However, should the claim be allowed, the rent will be due retroactively for the period during which the claim was pending.
3. If a household experiences a decrease in income from public assistance because a grant is cut for one of the two following reasons, the rent is not reduced unless the participant lives in a Project-Based Voucher unit:
 - a. Department of Transitional Assistance (DTA) reduces the grant because of welfare fraud; or
 - b. DTA reduces the grant because the household failed to comply with work requirements.
 - i. If a participating household challenges the DTA's grant reduction and provides proof of challenge, a temporary rent reduction will be processed.

- ii. If DTA upholds the grant reduction, the household owes CHA a retroactive amount that is the difference between the temporary rent reduction and the rent paid prior to the DTA grant reduction.
 - The participating household will be required to enter into a repayment agreement with CHA for any amount in excess of \$250. CHA will not recapture the overpaid subsidy from the owner.
- iii. If DTA overturns the grant reduction, the temporary rent reduction stays and no retroactive balance is owed.

D. When Does CHA Increase Rent Between Regular Recertification?

1. For non-MTW households, CHA processes an increase in rent whenever the participant has a change in circumstances resulting in increased income.
2. For MTW households, CHA processes an increase in rent between regular recertification only if:
 - a. There is a change in the circumstances resulting in any increase in the household income or decrease in allowed household expenses; or
 - b. The household is at zero income and now has verifiable income; or
 - c. The household misrepresented or failed to report facts that CHA used to determine the household's rent, resulting in the household paying less than it should have been.
 - i. CHA will apply any increase in rent retroactive to the first day of the following month in which the misrepresentation occurred.
3. Complete verification of the circumstances justifying a rent adjustment must be documented and approved by the appropriate staff person.

EXAMPLE 1 – INTERIM RENTS: Mrs. Jones anniversary as a program participant is February 1. Her regular recertification will be in December (60 days prior to the anniversary).

In October (before her scheduled regular recertification) Mrs. Jones loses her job, and is unable to pay her rent. She will need CHA to reduce the rent to reflect the reduction in income. Because she is requesting this change before her regular recertification, Mrs. Jones needs an interim recertification.

Mrs. Jones meets with a leasing officer in October and her rent will be adjusted to an interim rent. This rent is calculated based on her income (including unemployment benefits if applicable). At the regular recertification Mrs. Jones will have the annual rent redetermination. If her income has not changed (either through employment or receipt of financial assistance) she will continue to pay the amount set at the interim recertification. Her rent will not change until she reports a change in income, or until her next recertification.

When Mrs. Jones has a change in income (either through employment or receipt of financial assistance), she is immediately required to provide verification of the change to CHA. The rent will then be recalculated, and set until her next recertification.

EXAMPLE 1 – INTERIM RENTS: Mr. Baptiste, a disabled participant, has already had his rent adjusted twice in the past year and a half (*two interims*). He gets a bad toothache and goes to the dentist. The dentist discovers that Mr. Baptiste needs oral surgery and his insurance will only cover a small part of the cost, leaving Mr. Baptiste with a \$5,000 dental bill.

Even though he has already had two *interims* since his last regular recertification, Mr. Baptiste is disabled so he can still go to have his rent adjusted again. Disabled and elderly households can request as many *interim* adjustments as needed between regular recertification.

E. Rent Changes Based on Changes in Household Composition

1. All changes in household composition must be reported within thirty (30) days of Change. These changes include but are not limited to:
 - a. Household members listed on the lease is permanently vacating the apartment; or
 - b. The birth, adoption or court-awarded custody of a child to someone listed on the lease; or
 - c. Marriage or addition of an adult who is the partner of a household member.
2. Additions of the following household member types must be requested in writing and require written permission from the owner before CHA can approve the request and before the potential household member can move into the apartment:
 - a. Adult household member (including a new spouse or partner of a household member);
 - b. Foster child or children;

- c. Foster adult;
 - d. Live-in aide;
 - e. Child in kinship care, or
 - f. Guardian or caretaker for minor children.
3. MTW households that add an adult household member to their lease will have their housing assistance payment (HAP) reduced by 10% unless the adult is a spouse or partner of a household member, foster child, foster adult, live-in aide, a guardian or caretaker for minor children in the household, or the adult was added as a reasonable accommodation. Since the rent to owner stays constant, the decrease in the HAP will be compensated by a corresponding increase in the household's portion of the rent.
- a. The subsidy reduction shall continue as long as the added adult is part of the household.
 - b. The subsidy reduction is effective on the first of the month following the addition to the household.
4. All adults wishing to be added to a household must be screened and,
5. Cannot overcrowd the apartment in violation of the State Sanitary Code.
6. CHA will only consider the income of the new or deleted household members when determining an interim household payment.
7. Interim recertification based on change in household composition does not count towards the limit on interim recertification between regular recertification.
8. If deletion of a household member results in a minimum TTP, CHA will verify the income of all household members.
9. If deletion of a household member would result in a change of voucher size or a change in the utility allowance, change is not made until the next anniversary date if the household is staying in place.
10. See Chapter 5 Section B for additional policy regarding deletions of household members.

Chapter 11 LEASING

Once the participant has located or has been selected for an apartment, there are specific documentation and steps required to successfully “lease” the apartment and initiate subsidy payments to the owner. The actual documentation and steps necessary will be determined by the physical location of the prospective apartment. If the apartment is located in an area where CHA has opted not to operate or is outside of CHA’s jurisdiction, CHA will “port” the family out to another housing authority. Portability is fully covered in Chapter 15. If the prospective apartment is within CHA’s area of operation, the following documentation and steps are appropriate:

A. Requirements to Lease

1. Prospective owner must provide a completed HUD Request for Lease Approval, an IRS W-9 form complete with the property owner’s Social Security number or Tax ID, a completed Certificate of Lead Paint Notification, proof of property insurance, completed direct deposit form and a copy of his/her proposed lease, which must be approved by CHA.
 - a. No action will be taken by CHA until all documents are received and are appropriately completed.
 - i. Owners that have supplied proof of property insurance for the same property within a one-year period shall not be required to submit an additional certification.
 - b. Once all documents are received, CHA has one business day in which to notify the owner and/or participant of any substantive issues with any of the forms as submitted.
2. For the Tenant-Based voucher program, participating households must have a valid Tenant-Based voucher in their possession or be eligible to receive an updated Tenant-Based voucher in order to submit a Request for Lease Approval.
 - a. A valid Tenant-Based voucher means:
 - i. A paper voucher, signed by a designated PHA employee within the past 120 days; or
 - ii. A voucher that was extended beyond 120 days through the tolling process or as a reasonable accommodation.
 - b. A household is considered eligible to receive an updated Tenant-Based voucher if:
 - i. The household has resided in their current subsidized apartment for more than one year (except in cases where moving for verified educational, training, or employment opportunities with landlord/owner approval);
 - ii. The household is eligible for continued participation; and

- iii. The household has provided one (1) calendar month notice in writing with a copy to CHA; or has obtained a release from the owner; or has received a notice from the owner to vacate, for a reason not related to any action or inaction of the household.
 - c. The responsibility to provide adequate notice or obtain a written release from the owner belongs to the participant household. CHA will not advocate on a household's behalf with respect to this matter.
- 3. CHA may refuse to accept a Request for Lease Approval for any apartment owned by an owner that has:
 - a. Violated any obligations under a HAP contract;
 - b. Committed fraud, bribery, or other corrupt or criminal act in connection with a federal housing program;
 - c. Engaged in any drug-related criminal activity or any violent criminal activity;
 - d. A history or practice of non-compliance with the HQS/State Sanitary Code issues for units leased under the voucher program;
 - e. Not reimbursed CHA for monies owed;
 - f. A history of failing to terminate the tenancy of tenants assisted under the voucher program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - i. Threatens the peaceful enjoyment of the premises by other residents;
 - ii. Threatens the health or safety of other residents, of employees of CHA, or of owner employees or other persons engaged in the management of the housing;
 - iii. Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
 - iv. Is engaged in drug-related criminal activity or violent criminal activity.
- 4. Only one Request for Lease Approval will be accepted at a time on behalf of any one participant.
 - a. Once accepted by CHA, a Request for Lease Approval can only be voided in writing by both the participant and owner.

5. The prospective apartment must meet Housing Quality Standards and be inspected as noted in Chapter 12 and the rent must be deemed reasonable as noted in Chapter 13.
6. If a child six (6) years of age or younger is part of the proposed household, the owner must supply a Letter of Compliance with respect to lead paint.

B. Responsibility to Screen

The owner is responsible for screening prospective tenants. CHA will not incur liability nor will it have any responsibility for a household's behavior or suitability for tenancy. However, if requested CHA will provide prospective owners with contact information for the current and prior landlord of the participant as well as disclose any past eviction actions documented in the file by prior owners while the prospective tenant was a participant of the program. CHA has incorporated the HUD regulation at 24 C.F.R. 982. CHA will follow state law requiring disclosure and a signed release by any participant or applicant prior to release of any private data. "Tenancy history" includes Notices to quit, summary process summons and complaints, termination notice, history of criminal activity, and other similar documents, not including inspections. CHA will send the participant a copy of any documents released to a prospective landlord.

C. Security Deposit and Last Month's Rent

1. Owners may charge and accept a full month's security deposit, last month's rent and other fees provided that these charges and fees are charged uniformly among all of their residents and in accordance with State Law.
2. Participants often have trouble paying the last month's rent and security deposit and for this reason, CHA has created various options to discourage owners from collecting these amounts:
 - a. If the owner agrees in writing to waive the requirement of a last month's rent, the owner may access a vacancy payment of 80% of the contract rent at the end of participant's residency if that participant vacates without notice.
 - v. The last month's rent must be waived in writing and must be done at the commencement of the lease.
 - vi. This policy is regardless of unit status at the participant's departure (i.e. rented/vacant).
 - vii. Leaving without notice includes cases where the participant has passed away but does not include cases where the owner has moved to terminate the participant's tenancy.
 - viii. For further information see Chapter 14, Section D.

EXAMPLE: ABC Management Company agrees to rent an apartment to Mr. Todd. Knowing that Mr. Todd does not have any savings, they elect to waive the requirement of a last month's rent by providing Mr. Todd and the CHA with a written waiver.

Several years later, Mr. Todd passes away on June 5, after the subsidy for June has been paid by the CHA. ABC Management Company is entitled to keep the full subsidy for June and is also entitled to submit a request for a vacancy payment, even if they have rented the apartment for July 1.

- b. If the owner requires 'last month' rent from the participant, the owner may still access a vacancy payment of 80% of the contract rent at the end of participant's residency – regardless of whether the participant vacates without notice – as long as the owner accepts another CHA voucher participant.
 - i. Payment is made once the new voucher participant has been leased in the apartment.
 - ii. If the new participant is leased within the following month, the vacancy payment is prorated.
 - iii. For further information see Chapter 14, Section C.

EXAMPLE: Mr. Smith is an owner that has been renting to Mark and his family for several years. Mark is a CHA voucher participant. On November 5, Mark informs Mr. Smith that he plans to vacate the apartment on December 31.

Having plenty of notice, Mr. Smith advertises and selects a new CHA voucher holder for his apartment but the new tenant cannot move in until January 12 because Mr. Smith will need to repaint and prep the apartment. Once the new voucher holder is leased, Mr. Smith may request a prorated vacancy payment for the twelve (12) day period (January 1 – January 12) that the apartment was vacant.

- c. If the owner agrees in writing to accept a reduced security deposit of not more than an amount equal to the higher of one month's tenant portion of the rent or \$200; the owner will have access to an amount up to the balance of the full contract rent amount that could have been collected. These funds will be paid through CHA as restitution for confirmed tenant damages that are in excess of the security deposit actually held.
 - iv. The agreement to accept a reduced security deposit must be done in writing and must be done at the commencement of the lease.
 - v. Both the owner and participant must execute a document that accurately describes the condition of the apartment at the commencement of the lease.
 - vi. For further information see Chapter 14, Section E.

EXAMPLE: Mr. Morrison has a vacant three-bedroom apartment in Cambridge that he is renting for \$1,800 per month. He has selected the Woods family as his new tenant. The Woods just received a three-bedroom voucher from the CHA and do not have sufficient savings to pay a \$1,800 security deposit. Based on the Woods' income, it is determined that their portion of the rent for the apartment would be \$142 per month.

Mr. Morrison agrees to waive the full security deposit (\$1,800), accepting \$200 and documenting the condition of the apartment at the start of the lease in accordance with CHA's policy. Several years later, the Woods move out of the apartment and leave \$2,000 of confirmed tenant damages. Mr. Morrison is entitled to submit a claim for \$1,600, which is the difference between what he could have accepted (\$1,800) and the amount that he did accept (\$200). The claim will be processed in accordance with CHA policy found in Chapter 14 Section E.

D. Lease Requirements

1. Owners must agree to an initial lease term of one (1) year.
 - a. During this initial lease term, CHA will not issue the household another subsidy to move unless;
 - i. It is done as a reasonable accommodation after the owner has agreed in writing to break the lease; or
 - ii. Need to move is VAWA related.
 - b. After the initial one (1) year lease term, and unless specifically stated otherwise in the executed lease, the term of the lease will be month-to-month.
 - c. After the initial year CHA does not require written lease copies.
2. Owners must execute a lease directly with his/her tenant and a copy of the executed document must be supplied to CHA prior to the issuance of any subsidy payments.
 - a. The executed lease must be the same one provided with the Request for Lease Approval and approved for use by CHA.
 - b. If CHA fails to approve the owner's lease because of format or content, the owner may request that CHA review a different lease.
 - c. Any lease used by the owner must either include all provisions found in HUD's Lease Addendum or must clearly reference and incorporate HUD's Lease Addendum and a copy of the addendum must be attached to the lease.

3. If the participant and the owner agree to any changes in the lease they must be approved by CHA, in writing, and the owner must immediately give CHA a signed copy of such changes.

E. Housing Assistance Payments (HAP) Contract

1. Owners must sign a HUD Housing Assistance Payments (HAP) Contract within sixty (60) calendar days of the date of the beginning of the lease term.
 - a. The HAP contract can only be backdated as noted in Chapter 12, Section C.
 - b. The date on the HAP contract does not necessarily reflect the date that the participant took possession.
 - c. No housing assistance payment will be made until CHA receives the executed HAP contract.

Owners must supply CHA with all necessary information to allow CHA to make electronic HAP payments on a monthly basis; paper checks will not be processed.

Chapter 12 HOUSING QUALITY STANDARDS

A. General Inspection Guidelines

1. All units must meet the minimum standards set forth in the Massachusetts State Sanitary Code. In cases of inconsistency between the Code and HQS, the stricter of the two prevails.
2. All utilities must be in service at the time of inspection. If the utilities are not in service at the time of inspection, the inspector will notify whoever is responsible for the utilities according to the RFTA to have the utilities turned on. The inspector may then schedule a follow-up inspection or request that the owner and participant both certify in writing that the utilities are on and appliances are in proper working order.
3. If the household is responsible for supplying the stove and/or the refrigerator, CHA will allow the stove and refrigerator to be placed in the unit after the unit has passed the initial HQS inspection. The household must then certify that the appliances are in the unit and working. CHA will not conduct a follow-up inspection.
4. The household must allow CHA to inspect the unit at reasonable times with reasonable notice.
5. For “regular” inspections, the household and owner are notified of the date and time of the inspection appointment by mail. If a household representative is unable to be present, they must reschedule the appointment. Participant units will be inspected annually (or biennially, as specified by program). Upon notification by CHA, it is the responsibility of the household to fulfill the requirements of the inspection. This includes keeping CHA informed of changes of address to ensure timely receipt of appointment letters.
 - a. CHA will notify the household in writing at least thirty (30) days prior to a regular inspection, or 48 hours for a special inspection. Participants are allowed to request a rescheduled appointment 48 hours prior to inspection.
 - b. Failure to complete an **originally-scheduled inspection** appointment without giving 48 hours prior notice, **or a rescheduled (second attempt) inspection appointment** without good cause (notice of such is to be given 48 hours prior to appointment) constitutes violation of the Family Obligation and the assistance will be suspended, in accordance with procedures as noted in Chapter 18 of this Plan. CHA may transfer of incurred charges for cancelled inspections from the third-party inspector to the participant.
 - c. While CHA inspectors will attempt to work with households when rescheduling appointments, it is important to understand that it is impossible to accommodate all requests for specific dates and times and therefore, most requests will simply result in the household being placed back into the inspection queue for the next available date.

- d. If the apartment is not inspected within the timeframe required by CHA's inspection protocol, no housing assistance payment may be made until the first of the month after the apartment passes an HQS inspection. In such a case, the participant would be responsible for the abated subsidy (no retroactive payment will be allowed).

Example: Tom and his family have a tenant-based voucher, which requires that the apartment be inspected biennially. Since Tom's apartment was last inspected on 5/21/2008, it must be inspected by 5/21/2010 in order to stay in compliance. Tom receives a notice in the mail informing him of an inspection for 3/2/2010.

Tom is unable to make that inspection and calls to request a new date. Tom later receives another notice informing him of a new inspection for 4/21/2010. Tom is again unhappy with the date and calls to reschedule. The new date that Tom receives is 6/2/2010, after the required inspection date. Unless Tom is able to work with the CHA inspector to arrange an earlier date, The CHA will not make a housing assistance payment on Tom's apartment for the month of June.

6. The owner and the household will be notified in writing of the results of all inspections.
7. When an inspection identifies HQS failures, CHA will determine:
 - a. Whether or not the failure is a life threatening condition; and
 - b. Whether the household or owner is responsible.

B. Types of Inspections

There are four types of inspections CHA will perform:

1. Initial/Move-in: Conducted upon receipt of Request for Tenancy Approval
2. Regular: Conducted on a regular basis according to CHA policy
3. Special/Complaint/Exit: At request of owner, household or an agency or third party
4. Quality Control

C. Initial HQS Inspection

1. When a subsidy holder has located an apartment, both the household and the owner must complete and sign a Request for Lease Approval.
2. Upon receiving the completed request, CHA will promptly determine whether the subsidy will be administered internally or forwarded to another Authority under the portability provisions found in Chapter 15.

3. If the subsidy will be administered internally, the apartment must undergo an initial inspection.
 - a. Generally, CHA staff conducts all initial inspections.
 - b. Under certain conditions, CHA may rely only on initial inspections conducted by the Cambridge Inspectional Services Department for apartments in Cambridge or another municipal Board of Health or Inspectional Services Department when the apartment is located outside of Cambridge. One or more of the following conditions must apply:
 - i. The apartment has a rent that is regulated by an outside agency such as MassHousing or City of Cambridge Inclusionary Zoning Restricted units.
 - ii. The owner of the apartment has requested a contract rent that is 10% or more below the current HUD issued FMR.
 - iii. In the opinion of the Director of Leased Housing or his/her designee, a single inspection is logistically necessary to prevent loss of the opportunity for subsidy holder to rent the apartment
4. If the subsidy is to be administered internally and does not meet the conditions in Section 3(b) above, CHA shall contact the owner within 24 hours of receiving a completed Request for Lease Approval to schedule an inspection of the apartment.
 - a. Apartments located in Cambridge must also be inspected by the City's Inspectional Services Department. The owner must supply a copy of the "approved" report to CHA's Inspector before CHA's inspection and the start date of the lease and before entering a tenant-based Housing Assistance Payments Contract.
 - i. If the Cambridge apartment has passed the City inspection, CHA will allow lease and contract execution, however the apartment must pass a CHA HQS inspection within thirty days from initial lease-up and before the release of any assistance payment.
 - ii. If, through no fault of CHA, the apartment does not pass an HQS inspection within thirty (30) days from the initial lease update, the start date of the lease and contract must be amended to reflect the actual date the apartment passes the HQS inspection and the CHA is not liable for any lost rent during the interim period.

EXAMPLE: Sally has found an apartment in Cambridge owned by Eagle Management and has submitted a completed Request for Lease Approval to CHA. The request was submitted on 8/27 for a proposed lease up of 9/1. After reviewing the request, the Leased Housing staff determines that the apartment does not meet one of the conditions found in Section 3(b) and called Eagle Management to schedule an inspection.

Because the request came in so late in the month, the earliest date available for the HQS inspection was 9/6. Eagle Management is also informed of the requirement to have the apartment inspected by the Inspectional Services Department of the City of Cambridge. Eagle Management contacts Inspectional Services and is able to get an inspection on 8/30 and provides the 'approved' report to the CHA's inspector.

Despite the fact that CHA has not yet conducted an HQS inspection, Sally is able to enter into a lease and Housing Assistance Payments Contract with Eagle Management for 9/1. Assuming the apartment passes the HQS inspection on 9/6, Eagle Management will receive a Housing Assistance Payment dating back to 9/1.

- b. In those instances where the apartment is not located in Cambridge, the owner may preserve a lease start date that is earlier than the HQS inspection by arranging an inspection through a municipal Inspectional Services Department/Board of Health Department at no cost to CHA and then providing the "approved" report to the inspector.
 - i. The apartment must pass CHA HQS inspection within thirty days from initial lease-up and before the release of any assistance payment.
 - ii. If, through no fault of CHA, the apartment does not pass the HQS inspection within thirty (30) days from the initial lease up date, the start date of the lease and contract must be amended to reflect the actual date the apartment passed the HQS inspection.
5. Any apartment administered by CHA that will be occupied by a child under the age of six must be in compliance with the lead paint laws of Massachusetts.
 - a. For the purposes of CHA's lease-up of the apartment, the owner must supply the inspector with a lead paint letter of compliance prior to the execution of the lease and the Tenant-Based Housing Assistance Payments Contract.
 - b. A letter of compliance is obtainable through private testing agencies, the cost for which is the responsibility of the owner.
 - c. Under no circumstances will housing assistance payments be provided on an apartment that does not meet the requirements of this section.
6. Regardless of whether or not a child under the age of six will occupy the apartment, any household leasing an apartment constructed before 1978 must be provided with an executed copy of the "Tenant

Lead Law Notification” form completed by the owner and a copy of the form must be kept in the family’s file.

7. Once the Cambridge Housing Authority receives a completed Request for Lease Approval, a good faith effort will be made to inspect and notify both the owner and family of the results within ten (10) business days.
8. On an initial HQS inspection, the owner will be given up to fifteen (15) days to correct the items noted in the event of inspection fail. At its discretion, CHA may extend beyond the fifteen (15) days, for a period not to exceed thirty (30) days. In these cases, units that fail the second inspection will not continue toward lease up.
 - a. It is the owner’s responsibility to contact the inspector prior to the deadline to report the items corrected and if necessary schedule another inspection.
 - b. Depending on the severity of the failed items, the inspector may or may not require a physical re-inspection.
 - c. If the time period given by the inspector to correct the repairs has lapsed, the apartment is disapproved and the household must select another apartment.
 - d. If the apartment fails a required re-inspection, the apartment is disapproved and the household must select another apartment.

D. Regular HQS Inspections

1. For purposes of regular HQS inspections, CHA has divided its voucher properties into two (2) separate and distinct groups. The first grouping is the Project-Based apartments; the second grouping consists of Tenant-Based vouchers. Non-MTW Voucher Units and State units are inspected annually.
2. Each group has a separate set of sampling/time requirements for annual HQS inspections. These requirements are detailed in the table found in the Section.

E. Special/Complaint Inspections

1. If at any time the household or owner notifies CHA that the unit does not meet Housing Quality Standards, CHA will conduct an inspection.
2. CHA may also decide to conduct an inspection based on information from third parties, such as neighbors or public officials.

3. CHA will inspect only the items that were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.
4. If the regular inspection date is within 120 days of a special inspection, and as long as all items are inspected that are included in a regular inspection, the special inspection will be categorized as a regular inspection and all regular inspection procedures will be followed.
5. Special inspections conducted within 120 days of the regular inspection will be accepted as the regular inspection, provided all regular inspection requirements and procedures are adhered to.

HOUSING CHOICE VOUCHER INSPECTION PROTOCOLS

Adopted by CHA Board of Commissioners October 27, 2010

| UNIT TYPE | INITIAL INSPECTION | FREQUENCY | ON TENANT REQUEST |
|---------------|--------------------|--|-------------------|
| Project-Based | CHA or City | <p>Annually [10% randomly selected] Additional 20% selected if any unit fails</p> <p>If additional failures, Director may:</p> <p>Reduce rent adjustment factor (1 year) for all units in the same property as failed unit</p> <p>No rent increase for all units in same property as failed unit</p> <p>Switch to two-year probationary status, inspect all units annually</p> <p>No HAP paid for any unit in failed status for thirty (30) days or longer</p> | CHA |
| Tenant-Based | CHA or City | <p>Biennial</p> <p>At least once in a 24-month period</p> <p>No HAP paid for any unit in failed status for thirty (30) days or longer</p> | CHA |

- a. For the Project-Based units, the Director of Leased Housing or his/her designee shall select a sampling for the following fiscal year no later than March 31 of each year.
 - i. The sampling will be made in such a way to assure that no unit is sampled two years in a row.
 - ii. Inspections for this group shall take priority over all but initial inspections and the Leased Housing Department shall make every effort to complete all inspections in this group, including penalty inspections, no later than May 31 of each year.

- iii. The penalty for additional failures within the 20% sampling are at the sole discretion of the Director of Leased Housing or his/her designee.

F. Quality Control Inspections

Supervisory personnel who have not been involved in routine inspections shall monitor the quality of CHA's inspections, by reinspecting five (5%) percent of all initial and annual inspections performed each quarter.

1. The purpose of Quality Control inspections are to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.
2. The sampling of files will include recently completed inspections (within the prior three (3) months), a cross-section of neighborhoods and a cross-section of inspectors.

G. Time Standards for Repairs

1. Emergency items, which endanger the family's health or safety, must be corrected by the owner (or the household in cases of tenant-caused emergency failures), within forty eight (48) hours of notification. For non-emergency items, repairs must be made within thirty (30) calendar days of notification. At its discretion, CHA may approve an extension beyond thirty (30) calendar days.
2. CHA may grant an extension in lieu of abatement (See Section K of this Chapter) on non-emergency items in the following cases:
 - a. The owner has a good history of HQS compliance; or
 - b. The failed items are minor in nature; or
 - c. There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services; or
 - d. The owner makes a good faith effort to make the repairs; or
 - e. The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds; or
 - f. The repairs must be delayed due to climate conditions.
3. The extension must be in writing and signed by the Director of Leased Housing or his/her designee and it must reference an agreed upon period of time. At the end of that time, if the work is not completed, CHA will begin abatement of rent.

H. Failed Inspections – Emergencies

1. The following items are considered of an emergency nature and must be corrected by the owner or household (whoever is responsible) within forty eight (48) hours of notice by the inspector:
 - a. Any condition that jeopardizes the security of the unit.
 - b. Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling.
 - c. Natural gas or fuel oil leaks.
 - d. Any electrical problem or condition that could result in shock or fire.
 - e. Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.
 - f. Utilities not in service, including no running hot water.
 - g. Conditions that present an imminent possibility of injury.
 - h. Obstacles that prevent safe entrance or exit from the unit.
 - i. Absence of a functioning toilet in the unit.
 - j. Inoperable smoke detectors.
2. In those cases where CHA believes that emergency conditions exist, the owner or household will also be referred to the local Board of Health or Inspectional Services Department for assistance.

I. Determination of Responsibility for HQS Deficiencies

1. Certain HQS deficiencies are considered the responsibility of the household:
 - a. Tenant-paid utilities not in service; or
 - b. Failure to provide or maintain household-supplied appliances; or
 - c. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear.
 - i. "Normal wear and tear" is defined as items that could not be charged against the tenant's security deposit under state law or court practice.
2. The owner is responsible for all other HQS violations.

3. The owner is responsible for vermin infestation even if caused by the household's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. CHA may terminate the household's assistance on that basis.
4. The inspector will make a determination of owner or household responsibility during the inspection.

J. Household-caused HQS Violations

1. If an emergency HQS violation is determined to be the responsibility of the household, CHA will require that the household either make repairs or corrections within 48-hours or make arrangements with the owner to have the repairs or corrections completed within 48 hours.
 - a. Once the repairs or corrections are made, it is the responsibility of the household to notify CHA.
 - b. CHA will not pay subsidy on the apartment for any period beyond the initial 48-hour grace period while the emergency violations are outstanding.
 - ii. Unlike when CHA abates for HQS violations that are determined to be the responsibility of the owner, CHA abates the subsidy for only the period of time that the violations extend beyond the 48-hour grace period.

EXAMPLE: On Monday morning, the CHA inspects Mark's apartment and determines that the gas has been shut off by the utility provider due to nonpayment by the resident. The current temperature outside is 28 degrees and both the heat and hot water are inoperable. CHA will fail the unit, citing an emergency violation of HQS caused by the tenant.

Mark is told that he must have the gas restored by Wednesday morning (48 hours) to have subsidy restored. Mark makes arrangements with the gas company and service is restored; however, Mark does not notify CHA until Friday, two days outside of the 48-hour grace period.

In this instance, CHA will abate an amount equal to two days subsidy from the next payment to the owner. Mark is responsible to reimburse the owner for the abated subsidy.

- c. If the work is not completed within the 48-hour grace period and CHA abates subsidy to the owner, the owner may bill the household for the shortage.
- d. If the emergency repairs are not made within five business days from the date of the inspection, CHA will move to terminate the household's participation.
- e. Extensions for good cause may be granted in accordance with #5 below.

2. If a non-emergency violation of HQS is determined to be the responsibility of the household, CHA will require that the household either make repairs or corrections within thirty (30) calendar days or make arrangements with the owner to have the repairs or corrections completed within thirty (30) calendar days.
 - a. Once the repairs or corrections are made, it is the responsibility of the household to notify CHA.
 - b. If household-caused non-emergency repairs are not made within thirty (30) calendar days, CHA will move to terminate the household's participation.
 - c. CHA will not abate the subsidy solely for non-emergency HQS violations determined to be the responsibility of the household.
3. If the household arranges with the owner to make the repairs or corrections, the household is responsible to reimburse the owner for the reasonable cost associated with the repair or correction.
4. When emergency or non-emergency violations of HQS are determined to be the responsibility of the household, CHA will take prompt and vigorous actions against the household to enforce HQS standards and to correct household caused violations.
5. Extensions in these cases may be granted on a case by case basis at the sole discretion of the Director of Leased Housing or his/her designee. Any extension that is granted must be in writing.

Household-caused HQS violations remedied within the allotted timeframe (including extensions) will not result in termination of assistance, as long as remedy satisfies HQS. Participants are permitted to appeal (to a Conference Panel) CHA determination(s) regarding HQS violations deemed to be 'household-caused'.

K. Abatement

1. When CHA fails an apartment for emergency HQS deficiencies that are determined to be the responsibility of the owner, and the owner fails to correct the emergency conditions as required by CHA, the housing assistance payment will be abated for the balance of the month following the initial forty eight (48) hour grace period. Abatement will continue until:
 - a. The end of the month in which the deficiencies have been verified as corrected; or
 - b. The family vacates the apartment; or
 - c. CHA terminates the HAP contract.
2. When CHA fails an apartment for non-emergency HQS deficiencies that are determined to be the responsibility of the owner, and the owner fails to correct the conditions within thirty (30) calendar days

as required by CHA, the housing assistance payment will be abated starting the first of the month following the initial thirty (30) calendar day grace period. Abatement will continue until:

- a. The end of the month in which the deficiencies have been verified as corrected; or
- b. The household vacates the apartment; or

EXAMPLE: On Monday, July 15, CHA fails Mark's apartment citing non-emergency HQS deficiencies that are the responsibility of the owner and notifies the owner that he has thirty calendar days to make the corrections. In this case, the owner has until August 15 to have the deficiencies corrected and verified as corrected.

CHA does not hear from the owner and the full subsidy payment for the month of September is abated. Even if the owner notifies CHA in September that the deficiencies have been corrected, the abated payment for September will not be returned.

- c. CHA terminates the HAP contract.

EXAMPLE: The owner of Mark's building calls on 8/30 to inform CHA that the deficiencies in Mark's apartment have been corrected. While CHA will make a reasonable effort to verify prior to the end of the month, the owner may have September's rent abated because of the lateness of his notification.

- 3. Funds abated due to deficiencies determined to be the responsibility of the owner are not returned.
- 4. When CHA fails an apartment for HQS deficiencies that are determined to be the responsibility of the owner, it is the responsibility of the owner to notify CHA in writing that the deficiencies have been corrected.
 - a. Once notified that the deficiencies have been corrected, CHA will have five (5) business days to verify that the work has been completed. Only one reinspection will be allowed per month.
 - b. If CHA inspects the apartment to verify that the deficiencies have been corrected, any new deficiencies noted cannot be used to extend the current abatement period.
- 5. Funds abated because of HQS deficiencies that are determined to be the responsibility of the owner cannot be collected from the household.

L. Termination of HAP Contract

- 1. If the owner fails to correct deficiencies for which he is responsible prior to the end of the first month in abatement, the owner will be sent a thirty (30) day notice of CHA's intention to terminate the tenant-Based HAP contract or reduce the number of subsidized units called for in the Project-Based HAP contract.
 - a. Prior to the effective date of the termination, the abatement will remain in effect.

2. If the owner completes corrections and notifies CHA before the actual termination/reduction of the HAP contract, CHA may rescind the termination notice if:
 - a. The family still resides in the unit and wishes to remain in the unit; and
 - b. The unit passes inspection.
3. Only one HQS inspection will be conducted after the termination notice is issued.
4. No apartment that remains in abatement for ninety (90) days will be allowed to remain in the program. The participant search period for a new unit will not commence until 60 days post termination of HAP in the current unit.

M. Rent Increases when Units are in Failed Status

1. CHA will not approve a rent increase for any apartment that is considered in violation of HQS standards for deficiencies attributable to the owner.
2. CHA will not approve a rent increase for any Tenant-Based apartment that has been in abatement during the preceding twenty-four (24) month period.
3. If any of the selected Project-Based apartments fails HQS inspection, the owner is subject to a special audit that requires inspection of an additional 20% of the units as noted in the chart earlier in this Chapter. If additional units fail the special audit, the Director of Leased Housing may:
 - a. Deny a yearly rent increase for all units in the same property; or
 - b. Decrease the yearly adjustment factor for all units in the same property.

N. Role of CHA

A CHA Leasing Officer or Floor Supervisor can assist the household with issues involving Housing Quality Standards and the State Sanitary Code but should not be called with respect to problems in the apartment unless the owner has refused or neglected household requests. In cases where an owner has not met their obligations and the household has attempted to rectify the situation directly, CHA may be requested to do a special inspection and notify the owner of any failed items. In cases where there appears to be serious and possible life threatening issues, the household will also be instructed to contact the Inspectional Services Department of the City of Cambridge or the local Board of Health.

Chapter 13 RENT REASONABLENESS

This chapter applies only to MTW HCV vouchers. Refer to Chapter 17 for Non-MTW vouchers and all other Special Programs.

CHA is responsible to ensure that the rents charged by owners are reasonable based upon unassisted comparable units in the rental market. CHA will not approve a lease until CHA determines that the initial rent to owner is a reasonable rent. A Reasonable Rent is the maximum amount CHA may approve for the Contract Rent.

1. CHA will determine rent reasonableness in accordance with CHA's approved MTW Plan approved by HUD:
 - a. At initial move-in;
 - b. Before any increase in rent;
 - c. Before the contract anniversary date; or;
 - d. At any other time at the discretion of CHA.
2. CHA will not automatically redetermine rent reasonableness based on a decrease in the published FMR.
3. At all times during the initial and continued assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by CHA. By the owner accepting each monthly housing assistance payment he or she is certifying that the rent to owner is not more than rent collected by the owner for comparable unassisted units in the same property. If requested, the owner must provide CHA with data on rents collected for other units unassisted within the property and/or comparable units in the private unassisted market.
4. Rent Reasonableness Methodology: CHA establishes its rent reasonableness standards based on an updated current market analysis provided by an independent consultant every two years. In addition, CHA may obtain information from other sources listed below such as:
 - a. State, City, real estate agents, banks
 - b. Classified ads, multiple listings, etc.
 - c. Zillow or other similar real estate applications that provide rental market information
 - d. Owner-provided rent rolls of comparable units, confirmed by CHA.

The market areas for rent reasonableness are census tracts/neighborhoods within the City of Cambridge and outside cities within CHA's area of operation. In the private market, rents are typically based on location, bedroom size, and quality. CHA may collect additional data when available. Based on data in each market

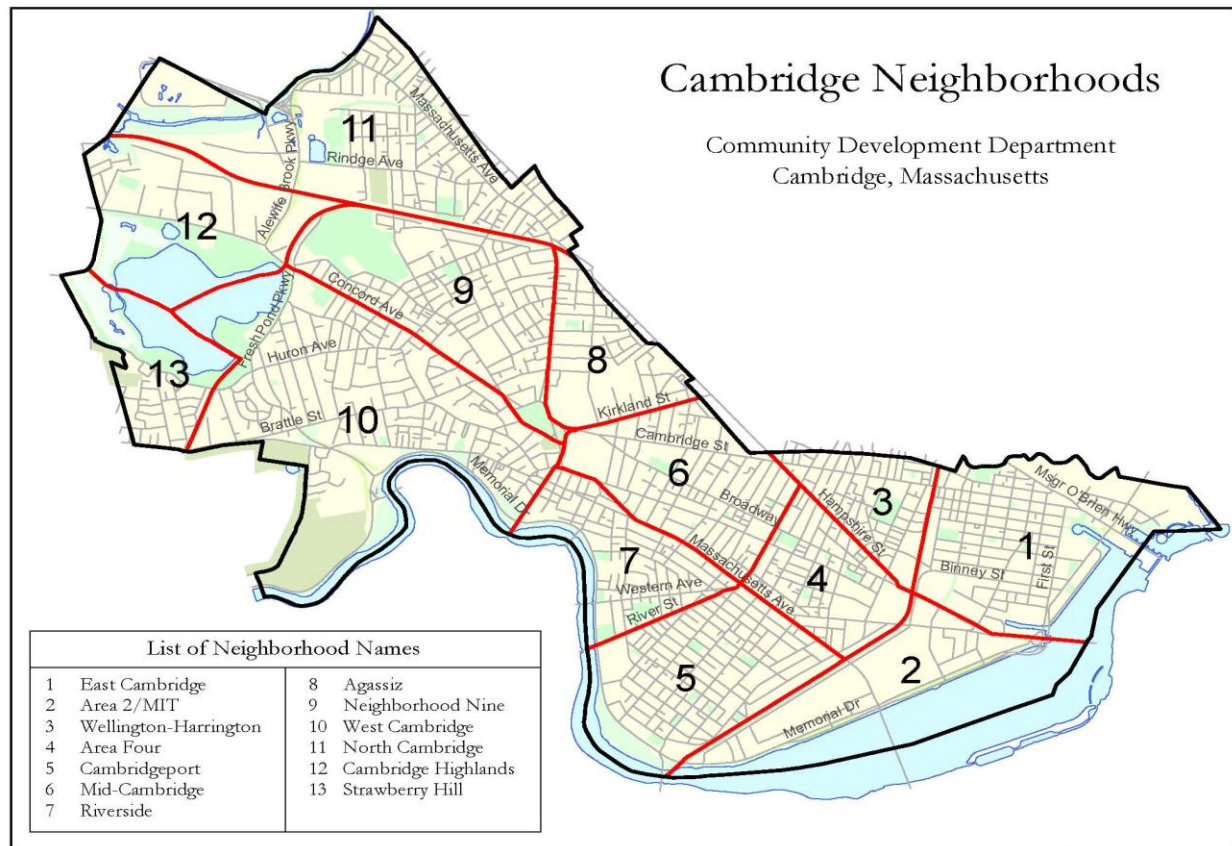
area, CHA will identify a low rent and high rent within that area, based on the above factors. It will then select a point between the low and high point, based on bedroom size and that will be the “reasonable rent” for that market area. For example, if a low rent for a 1 bedroom apartment for a market area is \$1,000, and a high rent for a 1 bedroom in that area is \$3,000, CHA will identify a point that is between those two as the “reasonable rent” for a 1 bedroom unit, which could be, for instance, \$1500. If the requested rent is below the lowest in the range, CHA will not conduct rent reasonableness analysis.

While this broad rent reasonableness methodology successfully applies to the majority of the housing stock reviewed, CHA reserves the right, at any time, to declare a rent unreasonable or establish an alternate reasonable rent. If CHA makes such a declaration, the burden shall be on CHA to demonstrate how it made the determination, using alternative market information, such as Craigslist, Zillow, broker listings, or other advertisements, and taking into account the specific circumstances applicable to the unit in question.

- All units in Cambridge must meet Massachusetts State Health Sanitary Code.
- All units must meet HUD Housing Quality Standards (HQS).
- If the contract rent requested is above the “Reasonable Rent”, CHA will deny the rent requested, even if the Family and the Owner agree to a higher rental amount.

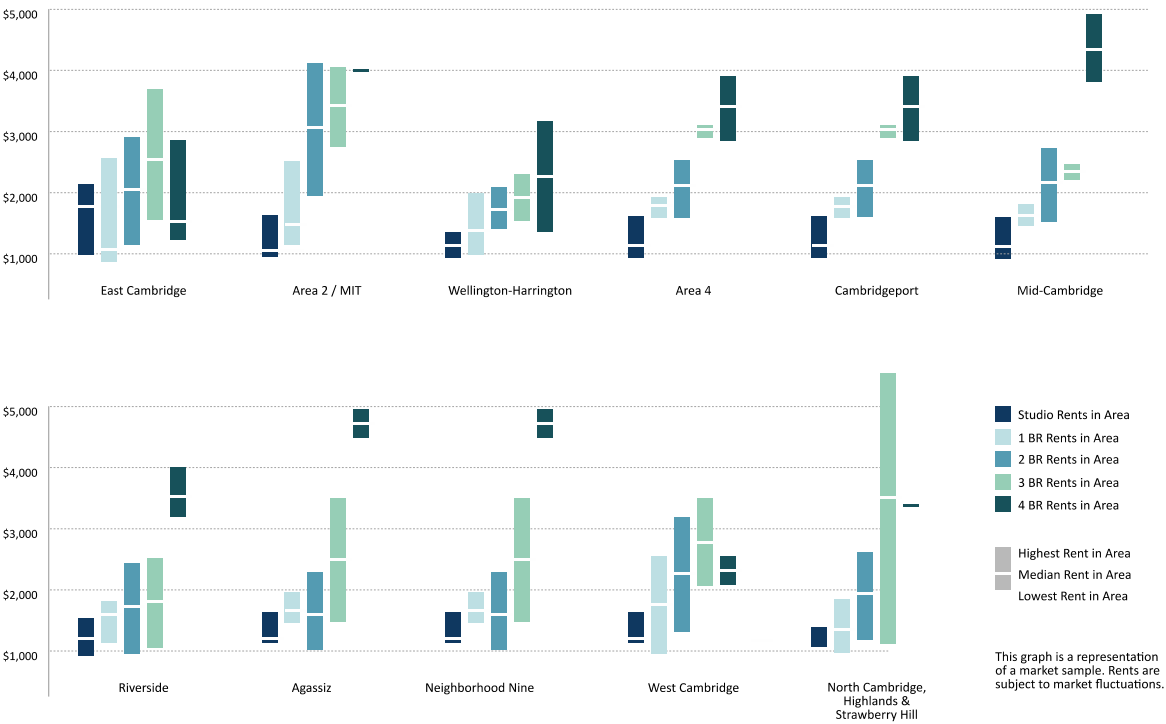
The map below shows the neighborhoods or sub-markets for the City of Cambridge. The following graphs provide examples of reasonable rents for the submarket areas in Cambridge and surrounding cities. Rents are subject to market change; therefore rents presented below are given as an example.

A. Cambridge Neighborhoods Map

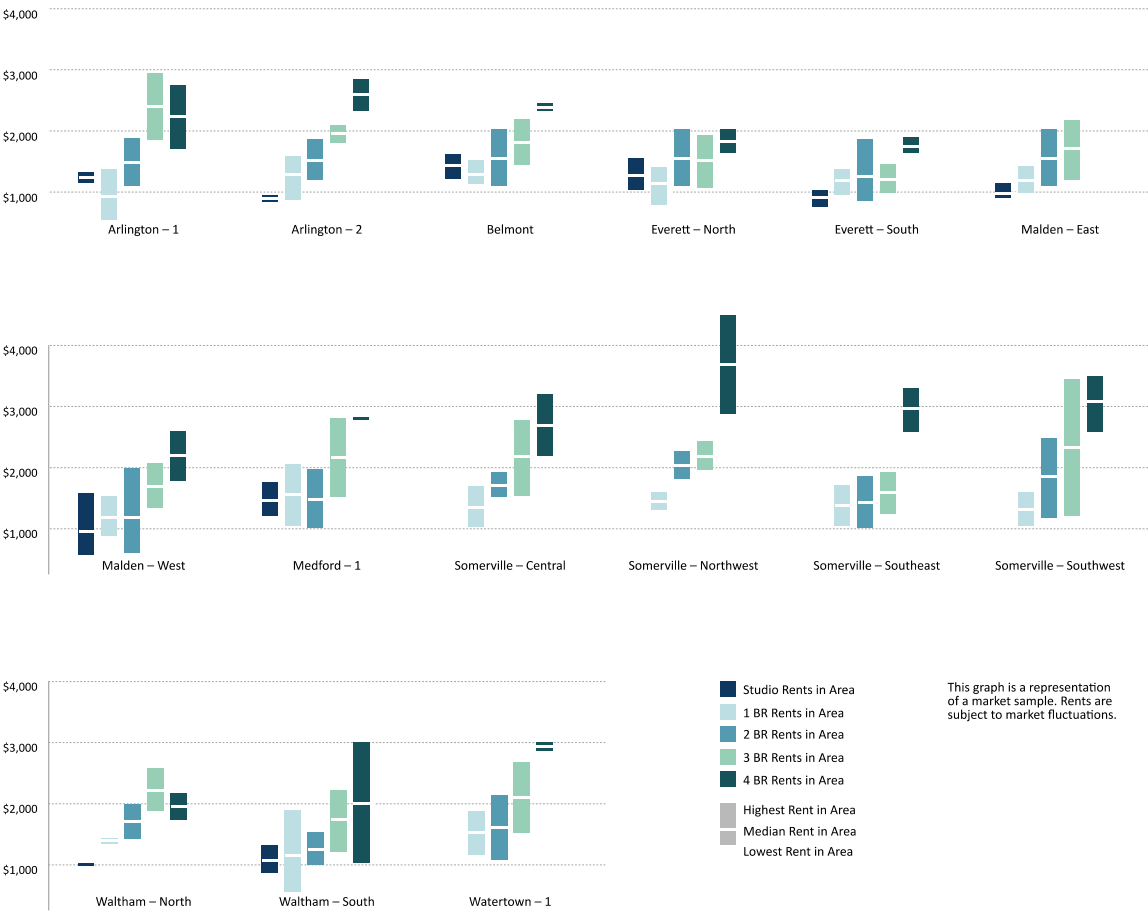


Map prepared by Brendan Monroe on March 8, 2012. CDD GIS C:\Projects\Nhoods\NhoodsCity9x11.mxd

B. Cambridge Rent Reasonableness Assessment



C. Surrounding Areas Rent Reasonableness Assessment



Chapter 14 MOVES

A. Allowable Moves in the Tenant-Based Program

1. A household may move with continued assistance:
 - a. By providing a written notice to the owner (as required by the lease) with a copy to CHA, after the initial one-year period.
 - i. The lease dictates the timing of the notice but at the very minimum, the household must provide notice one (1) calendar month prior to the end of the lease to CHA.

EXAMPLE: Jill leased up in her apartment on July 1, 2006. She signed a lease with the landlord that was silent regarding the amount of notice but it does state that the lease will renew on a year-to-year basis unless either party provides notice otherwise.

Jill decides that she would like to move to another apartment. In order to comply with the notice provision, she must provide the landlord and CHA with a written thirty (30) day notice no later than May 31, 2007. If Jill forgets to provide the notice, the lease will renew for another year.

- ii. Under no conditions may a lease require more than 60 days notice.
 - b. The owner and the participating household may mutually agree to break the lease. In these cases, CHA can provide a form for the parties to fill out or the parties may create their own agreement that specifies the date of release and is signed by both parties.
 - c. Upon or after owner action to remove household: At any time after the owner has provided a written notice to vacate; has commenced an action to evict the household; or has obtained a court judgment or other process allowing the owner to evict the household, so long as the owner's action was not the result of an action or inaction of the household in violation of the lease.
 - i. Once the owner has initiated the process, the household has no obligation to provide further notice to the owner.
 - ii. Participating households must supply a copy of the notice to CHA.
 - d. Once the apartment has been terminated from the program based on uncorrected HQS violations not caused by the participant household in accordance with protocol in Chapter 12, Section L.
 - e. After the owner has breached their Housing Assistance Payments Contract with CHA and CHA has taken action to terminate the contract.
 - f. At anytime if the household must move to another community in order to protect the health and safety of an individual who is or has been the victim of witness intimidation, domestic violence,

dating violence, or stalking and who reasonably believes he or she is or was imminently threatened by harm from further violence if he or she remained in the assisted apartment.

2. Prior to any move (with exceptions noted above), the participant household must have a valid voucher in their possession or be eligible to receive an updated voucher to move to another unit.
 - a. A valid voucher means:
 - i. A hard-copy voucher, signed by a designated CHA employee within the past 120 days; or
 - ii. A voucher that was issued approximately 120 days ago has been extended through the tolling process or as a reasonable accommodation.
 - b. A household is considered eligible to receive an updated voucher if:
 - i. The household has resided in their current subsidized apartment for more than one year; and
 - ii. The household is eligible for continued participation in accordance with Section 7; and
 - iii. The household has provided one calendar month notice in writing with a copy to CHA; or has obtained a release from the owner; or has received a notice from the landlord to vacate, which is not related to any action or inaction of the household.
 - c. Participating households that are issued a new voucher for a move do not undergo another briefing session but it is the responsibility of the Leasing Officer to summarize any changes that may have occurred since the household last leased up.
3. The responsibility to provide adequate notice or obtain a written release from the landlord belongs to the participant household. CHA will not advocate on a household's behalf with respect to this matter. It is the participant's responsibility to provide to CHA proof of notice to the landlord or a copy of a release at the time that the household submits a Request for Lease Approval. Proof of notice is not needed for issuance of a voucher.
4. Once a voucher to move is issued, the voucher is subject to all of the rules regarding term, extensions, tolling and expiration. As in the case of HAP terminations for owner-caused HQS violation(s) (Chapter 12), the participant search period for a new unit will not commence until 60 days post termination of HAP in the current unit.
5. The owner or the head of household may terminate the lease at any time in accordance with the lease terms.

B. Restrictions on Moves

1. CHA will restrict the number of moves by a participant to once per year.
2. CHA may deny permission to move if:
 - a. The head of household or a member of the household currently owes money to CHA or another housing authority (not including active agreements for repayment); or
 - b. The household is not up to date with any agreement for repayment with CHA or another housing authority; or
 - c. The requested move is within the initial term of the lease; or
 - d. The household has had a prior move within the past twelve-month period or was issued a voucher for a move and it expired without moving in the past twelve-month period; or
 - e. The household has violated any of its obligations under the HCV Program; or
 - f. The household claims zero income and cannot demonstrate adequate financial resources to afford the move and related expenses.
3. CHA's policies regarding moves during the initial lease term and the number of allowable moves in a one-year period apply to moves within CHA's jurisdiction.
4. CHA will, in appropriate instances, vary the above criteria in accordance with its Reasonable Accommodation Policy or Violence Against Women Policy.

C. Housing Assistance Payments (HAP)

1. CHA does not pay any HAP to the owner for any period after the month that the household moves out of the assisted apartment.
2. The owner may keep the assistance payment for the month when the household moves out of the apartment.
3. While CHA staff members are encouraged to end former leases and start new leases on the same date, overlapping assistance payments are permissible if necessary.

EXAMPLE: On June 15, 2008, the CHA is notified that John (an HCV participant) has already moved from his apartment without giving proper notice and no longer wishes to be an HCV participant. As CHA has already paid the subsidy for the month of June, the owner is allowed to keep that payment despite the ½ month vacancy. CHA will not pay for the month of July. If the owner is able to rent the apartment to another voucher household on June 17, 2008, the owner could be paid twice for the same period of June 17, 2008 to June 30, 2008.

D. Vacancy Payments

1. As noted in Chapter 11, owners that waive the requirement of a last month's rent at the beginning of tenancy are entitled to a vacancy payment in the amount of 80% of the contract rent if CHA confirms that the household vacated the apartment without proper notice.
 - a. The agreement to waive acceptance of the last month's rent must be in writing, signed by both the owner and the head of household, and a copy of the agreement must be provided to CHA at the commencement of the lease.
 - b. Vacating without proper notice includes death of a single head of household.
 - c. The owner is entitled to the payment even if the apartment has been rented.
 - d. The household is obligated to reimburse CHA for any vacancy payment paid on their behalf.
2. As noted in Chapter 11, owners that accept a last month's rent may still access a vacancy payment of 80% of the contract rent at the end of participant's residency regardless of whether the participant vacates without notice as long as the owner accepts another CHA voucher participant.
 - a. The payment is made once the new voucher participant has been leased in the apartment.
 - b. If the new participant is leased within the following month, the vacancy payment is prorated.

E. Damage Payments

As noted in Chapter 11, if the owner agrees in writing to accept a reduced security deposit equal to either of one month of the tenant portion of the rent or \$200, CHA will award a damage payment to the owner equal to the balance of what could have been collected. These funds will be paid through CHA as restitution for confirmed household damages that are in excess of the security deposit actually held.

1. The agreement must be in writing, must state the move-in condition of the unit, be signed by both the owner and the head of household and a copy of the agreement must be provided to CHA at the commencement of the lease.
2. The owner is required to handle the reduced security deposit in accordance with Massachusetts law.
3. The owner should notify CHA in writing as soon as it is determined that there are damages beyond normal wear and tear and where the cost to repair would exceed the amount actually held.
4. After receiving written notification, CHA will inspect and document the alleged damage within five business days.

5. If CHA agrees, the owner will be instructed to itemize the damage and cost to repair. This document should be forwarded to the household within thirty days of vacating the apartment and a copy sent to CHA. The document must provide the household with fifteen (15) business days to refute charges in writing.
 - a. If the household fails to respond, CHA will make restitution to the owner.
 - b. If the household refutes the claim in writing, the matter will be referred to the Director of Leased Housing or his/her designee for review to make a determination with respect to restitution. The Director's decision to pay or not to pay is final.
 - i. If CHA makes a damage payment on behalf of an active household, CHA will move to terminate participation as described in Chapter 18.

Chapter 15 PORTABILITY

The term “portability” refers to the process of leasing a dwelling unit with Tenant-Based housing voucher assistance outside of the jurisdiction of the PHA that initially issues the family its voucher (the initial PHA). Program regulations covering where a family may move and the responsibilities of the initial PHA and the receiving PHA (the PHA with jurisdiction over the area to which the family moves) are found federal regulations at 24 CFR 982.353 through 982.355. PHA’s in Massachusetts have state-wide jurisdiction and are legally authorized to administer housing choice vouchers anywhere in the state. CHA has elected to establish an “area of operation” that is within the geographic boundaries of Route 495, but may elect to operate outside of that area.

- CHA will brief voucher holders on Portability in an oral presentation when they receive their Voucher. The briefing packet provided to families will also contain information about Portability. New participants to the voucher program may not port-out of Massachusetts with their voucher for the first year.
- For current CHA voucher holders, CHA may extend its area of operation to other cities when another PHA in Massachusetts declines to administer.

A. Portability Requests

There are two types of portability requests:

1. Port-In: A request from a participant issued a voucher from another PHA that has found a unit to lease in Cambridge.
 - a. CHA will only accept port-in requests if the family has located a unit in Cambridge and submits a completed Request for Tenancy Approval. CHA will require that the family provide a copy of their Voucher issued by the initial PHA. The voucher must not be expired. Once received, CHA will contact the initial PHA for further portability documents. CHA will use its own Payment Standards to determine the appropriate Voucher Size for a Family that will be administered by CHA and will inform the Initial Housing Authority immediately whether it will absorb or administer the voucher.
 - b. CHA may delay approval of the Unit or issuance of the Voucher if the Family refuses to comply with CHA procedures (such as completing disclosure forms or certifications). CHA may not delay issuing a voucher unless recertification is necessary to determine income eligibility. If CHA is refusing to process or provide assistance under the Portability procedures, the Family will be given the opportunity for an informal review. MTW policy does not apply to Port-In vouchers.
2. Port-Out: A request from a current CHA voucher holder who wants to move outside of CHA area of operation.
 - a. For current CHA voucher holders CHA may extend its area of operation to other cities within the Route 495 belt when another PHA in that area refuses to administer.
 - b. When a CHA voucher holder decides to move outside CHA’s area of operation CHA will:

1. Issue a new voucher to the family
2. Request that the family provide the contact information for the Receiving Housing Authority and send the Receiving Housing Authority, by mail or electronically, a completed Family Portability Information form.
3. Absorb and Administer: CHA has the option to administer subsidies on behalf of the initial housing Authority or to absorb a ported-in family into its own Housing Choice Voucher Program. The Receiving Housing Authority must promptly inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the ported-in Family or will absorb the ported-in Family into its own program.
4. Extensions and Suspensions of a Portable Voucher: CHA will grant extensions and suspensions to a holder of a portable Voucher in accordance with the same standards it uses to grant extensions for Participants or Applicants within CHA's area of operation who are not exercising Portability.
5. Portability and Moving to Work: A family that elects to move outside of CHA's area of operation will no longer be subject to the MTW requirements. A participant in a special program of CHA who moves outside CHA's area of operation will no longer be subject MTW requirements unless the participant, with CHA and CHA partner approval, elects to continue participation.

Chapter 16 PROJECT-BASED ASSISTANCE

The Project-Based Voucher (PBV) Program is considered a community resource, both to support and preserve existing housing, and to expand affordable housing development in Cambridge. The Cambridge real estate market poses significant affordability challenges for low- and moderate-income households. Not only is Cambridge one of the most expensive real estate markets in the country, it is also host to a sizable student population and these factors severely limit the supply of affordable housing units.

It is clear that without direct and continuing intervention from local government, CHA, and non-profit partners to further develop and preserve existing affordable housing units in Cambridge, the City would lose a significant number of affordable units.

With this in mind, CHA has drafted this section of the Administrative Plan to promote the growth of long-term affordable housing opportunities in Cambridge by seeking maximum participation in the program and to make the PBV Program in Cambridge as versatile as possible. CHA has used its MTW authority to create a local Project-Based voucher program that differs in many respects from traditional PBV programs.

A. Maximum Amount of PBV Assistance

In keeping with CHA's overall philosophy to promote maximum participation in the PBV Program to assure continued availability of long term affordable housing opportunities in Cambridge, CHA has utilized MTW authority to waive:

1. The provisions of 24 CFR part 983.6 which limits PBV participation to just 20% of CHA's allocated budget authority. This means that CHA may assign more than 20% of its MTW voucher budget authority to PBV assistance; and
2. The provisions of 24 CFR part 983.56 which limits the number of units in a building that may receive PBV assistance to no more than 25% of the total number of dwelling units in the building. This means that CHA may assign PBV assistance to 100% of the units in any building regardless of the population served.

CHA may, from time to time; elect to waive other provisions of the federal regulations through its MTW Annual Plan.

B. Project Selection Procedures

There are four (4) potential paths to obtain PBV assistance for a property:

1. Properties owned directly or indirectly by CHA may be selected at anytime for PBV assistance without competition and without HUD approval.
2. CHA may issue a Request for Proposals (RFP) that outlines:
 - a. Number of PBV units available or the amount of funding available;
 - b. One (1) year submission deadline;

- c. Community partners if any;
 - d. Required format of proposal;
 - e. Required submission format (mail, fax, electronic, etc.);
 - f. Term of Housing Assistance Contract;
 - g. Selection and evaluation criteria;
 - h. Owner/Developer eligibility guidelines;
 - i. Tenant selection guidelines;
 - j. Property eligibility guidelines;
 - k. Other special requirements if any.
3. CHA may select a proposal for housing assistance under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals (e.g., HOME and units for which competitively awarded Low Income Housing Tax Credits (LIHTC) have been provided).
 - a. The proposal must have been selected in accordance with such program's competitive selection requirements and;
 - b. The selection must have occurred within three years of the PBV proposal selection date.
 4. Expiring use properties that receive enhanced vouchers through Section 8(t) of the U.S. Housing Act may work with CHA to convert these to PBV assistance through CHA's MTW expiring use preservation program.

C. Housing Types

CHA may attach PBV assistance to existing, newly constructed, or rehabilitated housing units in accordance with an owner/developer proposal and a CHA commitment letter.

1. To be considered existing housing, the units must substantially comply with HQS at the time of project selection.
2. There are no minimum or maximum rehabilitation expenditure thresholds.

Given the density issues in Cambridge and the fact that land is at a premium, CHA has made a determination that it will project-base family units in high-rise elevator buildings.

D. Subsidy Layering Requirements

Except in the case of existing housing, CHA may not enter into a PBV Housing Assistance Payments Contract until HUD or an independent entity approved by HUD has conducted a subsidy layering review and has determined that the PBV assistance is in accordance with HUD subsidy layering requirements.

E. Site Selection Standards/Environmental Review

While there are no deconcentration issues in Cambridge, CHA will, to the extent possible, take all reasonable steps to promote PBV participation in those sections of the City that have little to no affordable housing opportunities. With the exception of existing housing, PBV assistance will not be attached to any property that has not sought and obtained all required site approvals from the City of Cambridge. Issuance of a building permit and/or receipt of a Certificate of Occupancy shall constitute affirmative evidence that the City has provided public notice of the development, has accepted public input and that the property meets all land use and environmental restrictions.

F. CHA Owned Properties

1. As noted above and in Attachment C of CHA's MTW Agreement with HUD, properties owned directly or indirectly by CHA may be selected at any time for PBV assistance without competition and without HUD approval.
2. CHA staff shall determine initial compliance with HQS as noted in Chapter 12 of this Plan.
 - a. For new construction, a Certificate of Occupancy issued by the City of Cambridge shall be required prior to initial occupancy.
 - b. For existing housing, the apartment must pass an inspection by the City of Cambridge Inspectional Services Department prior to initial occupancy and at turnover.
3. Rent reasonableness shall also be determined by CHA staff with the understanding that properties owned directly or indirectly by CHA will not be paid at a higher rate than other Project-Based properties in CHA's portfolio unless the higher rate was necessary to:
 - a. Serve a special population such as seniors or individuals with disabilities residing in assisted living facilities and/or;
 - b. Develop affordable housing in those areas of the City with little or no affordable housing opportunities.

G. Project Selection

Once CHA has selected a project for PBV assistance a Letter of Commitment shall be forwarded to the owner. The letter of commitment supersedes and replaces HUD's Agreement to Enter into a Housing Assistance Payment Contract. At a minimum, the Letter of Commitment shall indicate the following:

1. Method by which the PBV assistance was awarded, for example through an RFP process or through the expiring use preservation program.
2. The number of Project-Based vouchers awarded.
3. The size breakdown of the awarded vouchers.
4. The initial rent level for each voucher size awarded.
5. Breakdown of utilities to be paid by the owner for each voucher size awarded.
6. Proposed length of the Housing Assistance Payments (HAP) Contract.
7. A commitment by CHA to promptly enter into a HAP contract as soon as the units have been completed and have passed HQS inspections.

At the discretion of the Director of Leased Housing or his/her designee, additional terms may be negotiated and added to the Letter of Commitment.

H. Housing Assistance Payments Contract

1. With the exception of projects receiving PBV assistance through CHA's expiring use preservation program, CHA uses the HUD supplied HAP contract which may be modified at CHA's discretion.
2. All HAP contracts are executed for a period that is no less than one year and no more than fifteen years and options to renew are at the discretion of CHA.
3. HAP contracts are executed as soon as possible but in no event shall they be executed prior to all units passing an HQS inspection.
4. CHA will allow owners to amend the HAP contract at any time to:
 - a. Substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit; or
 - b. Add additional contract units in the same building.
5. CHA's expiring use preservation program is a separate MTW initiative that utilizes a modified HAP contract. Most notably, the contract allows for "standby" vouchers for the life of the contract. These

“standby” vouchers are added to the contract in subsequent stages as existing residents leave the building.

EXAMPLE: CHA enters into a HAP contract for the expiring use preservation program that calls for a total of one hundred (100) PBV units. At the time of contract execution, twenty (20) families have opted to retain an enhanced voucher or were not eligible to participate. Therefore, the initial stage of the contract will list eighty (80) contract units and twenty will be listed as ‘stand-by’ units. As each of the twenty (20) families move, the CHA and the owner will execute a new stage that will add an additional unit to the contract.

I. Applying for PBV Assistance, the Waiting List and Preferences

There are two possible ways to obtain PBV assistance:

1. Current CHA Tenant-Based voucher participants and current PBV participants can apply directly to PBV owners.
 - a. Owners have the right to screen and either accept or reject an applicant in accordance with their tenant selection plan.
 - b. PBV owners may select a current CHA voucher participant (Mobile or PBV) at any point, thereby circumventing the waiting list.
 - c. Current Tenant-Based voucher participants would take a PBV unit with the understanding that they would relinquish their Tenant-Based mobile voucher but could request to get it back after two years in accordance with this plan.
2. CHA will provide all applicants for the Housing Choice Voucher Program with an option of also applying to the PBV waiting list. All of the provisions pertaining to the waiting list found in Chapter 3 of this Administrative Plan apply to the PBV Program with the following exceptions:
 - a. This list will be administered by CHA staff and when requested, a summary list will be forwarded to property owners that will:
 - i. contain the name and contact information for each applicant; and
 - ii. be sorted by bedroom size.
 - b. Applicants can complete a change form at any time to be added or removed from the PBV wait list.
 - c. While the PBV waiting list will be sorted using the same methodology found in Chapter 3, it is understood that current residents of contracted units that were either existing units or units requiring rehabilitation that are found to be eligible for participation have an absolute selection preference and must be referred back to the property owner for placement in an appropriately sized PBV unit in the property.

- i. This includes existing residents that were over income at the time of the conversion to PBV that have remained an unsubsidized resident in the property and are now income eligible.
- d. PBV owners are required to contact potential applicants from the list by first class mail.
 - i. The letter from the owner must acknowledge receipt of the applicant's name from CHA and failure to respond to the mailing will affect their status on CHA's waiting lists.
 - ii. Correspondence returned to the owner and marked as "unknown, return to sender, forwarding address unknown, no such address" shall be forwarded to CHA and CHA staff will remove the applicant from all lists in accordance with this Administrative Plan as well as CHA's Admissions and Continued Occupancy Policy.
 - iii. If an applicant fails to respond to a mailing, the owner must notify the applicant by a follow up letter that his/her name is being referred to CHA for removal from all CHA wait lists to which he/she has applied. A copy of the follow up letter must be submitted to CHA and CHA staff will remove the applicant from all Section 8 lists.
 - iv. If an applicant responds to the owner and states he/she is no longer interested in a PBV unit or turns down the offer of a PBV unit, the owner must notify CHA in writing and CHA staff will remove the applicant from only the PBV waiting list.
 - Except in cases where a reasonable accommodation is warranted, these applicants are not allowed to reapply to the PBV list if they have previously refused an offer of a properly sized apartment or have come to the top of the list and indicated that they are no longer interested in a PBV unit.
- e. PBV owners must select residents from the applicants found on the PBV list in the order that they appear. For this reason it is important that they work with CHA staff to close out unresponsive or uninterested applicants in a timely fashion.
 - i. The exception to this rule is the referral of applicants for units with accessible features. For these units, it shall be the policy of CHA to seek out those households from its waiting lists that require the features and refer those applicants ahead of all other applicants.
 - ii. Accessible PBV units shall be filled using the following hierarchy:
 - Current Tenant-Based voucher holders that require the accessible features of the unit.
 - Current PBV households that require the accessible features of the unit.
 - Current public housing tenants that require the accessible features of the unit.
 - Applicants from the PBV waiting list that require the accessible features of the unit.
 - Direct referrals from the owner of applicants that require the accessible features of the unit.

- Then to all other applicants in the manner defined in this section.
- f. If the PBV wait list runs out of names, the owner may turn to an internal list and forward potential names to CHA even if CHA waiting list is closed.
 - i. These names will be added to both the PBV wait list as well as the standard HCV wait list.
 - ii. Referred names will be date and time stamped by CHA upon receipt from the owner or owner's representative and this date and time will be utilized by CHA for placement on the PBV wait list.
 - g. If an applicant is selected from any of the PBV waiting lists or receives a Tenant-Based voucher, the applicant's name shall be removed from all housing choice voucher waiting lists.

J. Eligibility

1. All of the provisions pertaining to program eligibility found in Chapter 4 of this Administrative Plan apply to the PBV Program.
2. All PBV owners are required to develop written tenant selection procedures for their sites and shall maintain an up-to-date copy of these procedures at CHA.
3. Some PBV properties have special requirements and draw from other waiting lists. Those properties are generally listed in Chapter 17 of this Plan.
4. Knowing that time is of the essence and given that applicants self certify the information used to determine their eligibility for a preference, the PBV owner will be encouraged to verify the applicant's preference status on the waiting list at the very beginning of the screening process.
 - a. If it is determined that an applicant does not qualify for a preference for which he/she self-certified, the owner shall immediately notify CHA and CHA shall make the appropriate changes on all waiting lists and shall notify the applicant in accordance with this Administrative Plan.
 - b. If the owner fails to verify the applicant's preference status prior to selecting the applicant for a PBV unit and CHA later determines the applicant does not qualify for a preference, CHA will be unable to lease the applicant into the unit.
5. Once an owner informs CHA that they have selected a household for an appropriately sized PBV unit, CHA will screen the applicant for program eligibility.
 - a. No participant may be leased up until CHA has determined eligibility.
 - b. Applicants that are determined ineligible by CHA are removed from all HCV waiting lists.

- c. If CHA determines that a household is not eligible for any reason, the household has a right to an informal review as noted in Chapter 19 but the owner is not required to hold the unit vacant until the outcome.
 - i. Should the ineligibility determination be reversed, the applicant will be placed back on all HCV waiting lists in the same position they were in at the time of the finding of ineligibility.
 - ii. If the original unit is still available at the time the determination is reversed, CHA will lease the applicant up as expeditiously as possible.

K. Family Briefing

1. Once an applicant accepts an offer for PBV assistance, CHA will conduct an oral briefing. This session will provide households with a comprehensive understanding of the program, including their right to apply for access to a mobile voucher after two years and the process for doing so.
2. The briefing session will consist of oral presentations and the distribution of the Housing Choice Voucher Program packet. The session will cover the following topics:
 - a. Departmental overview/job descriptions/staff responsibilities;
 - b. Review of the PBV voucher terms;
 - c. Payment standard;
 - d. Calculation of TTP;
 - e. Maximum housing voucher subsidy;
 - f. Obligations of the family;
 - g. Determination of total housing costs;
 - h. Security deposits;
 - i. First/last month rents;
 - j. Request for lease approvals;
 - k. Required inspections:
 - l. Lead paint;

- m. Setting rents;
 - n. Discrimination: laws against, organizations to contact, complaint forms;
 - o. Lease responsibilities of landlord and tenant;
 - p. Landlord/tenant relations;
 - q. Notice requirements;
 - r. Evictions;
 - s. Transfer provisions of the program;
 - t. VAWA;
 - u. ADA/Reasonable Accommodations.
3. When a briefing includes any person with special needs and/or disabilities, CHA will take appropriate steps to ensure effective communication and an accessible location. Family members, representatives and service providers who assist families with special needs are encouraged to attend briefings.
 4. When a briefing includes individuals that do not speak English as a primary language, CHA will provide translation services in accordance with its LEP found in Chapter 20 of this Plan. At the same time, applicants may bring their own translators if they wish and CHA may elect to hold individual sessions in cases where English is a second language.
 5. A new PBV participant may not be leased up unless he/she has attended a briefing session.

L. Rent Calculation, Continued Occupancy and Recertification

1. Generally, all of the provisions found in Chapter 8, Chapter 9 and Chapter 10 of this Administrative Plan apply to the PBV Program.
2. Differences between the Tenant-Based program and the PBV program are as follows:
 - a. The payment standard to be used for rent calculation for a PBV unit is equal to the gross rent of the unit in which the participant resides (Contract Rent to Owner + Utility Allowance = Gross Rent).
 - b. The utility allowance to be used is based on the size of the PBV unit in which the participant resides.
 - c. Provided that the household is properly housed, the family share of the rent should not exceed their total tenant payment (TTP).

- d. If household composition decreases to the point where the household is over-housed, the family will be required to relocate to an appropriately sized unit prior to their next regular recertification.
 - i. Households may work with their current PBV landlord to be transferred to an appropriately sized PBV unit within that owner's portfolio.
 - ii. Households may place their name on a PBV transfer list to relocate to an appropriately sized PBV with another owner.
 - iii. Households may request an appropriately sized Tenant-Based voucher and relocate within 120 days of issuance.
 - Receipt of a Tenant-Based voucher through this avenue is a one-time offer to households that are over-housed.
 - Vouchers issued to an over-housed PBV household will not be extended beyond the normal tolling provisions of this Administrative Plan.
 - iv. Any household that is determined to be over-housed at the time of their regular recertification will be assessed an 'under-use' fee for the underutilization of the PBV unit that they occupy. Households that can demonstrate an upcoming transfer (within a reasonable timeframe) may not be assessed underutilization fee.
 - The household's total tenant payment (TTP) shall be increased by 20% and will be effective on his/her anniversary date.
 - The 'under-use' fee only applies to the current unit where the household is over-housed. If the household moves to an appropriately sized unit, the penalty rate would terminate.

M. Security Deposits and Last Month's Rent

1. Owners of PBV units may access a vacancy payment of 80% of the contract rent at the end of the participant's residency regardless of whether the participant vacates without notice.
 - a. The payment is made once the new voucher participant has moved into the apartment.
 - b. If the new participant is leased within the following month, the vacancy payment is prorated.
 - c. If at any time it is determined that CHA caused an extended vacancy, CHA may, at its discretion, agree to one additional payment.
 - i. There are no damage claim payments in the PBV program.

N. Reduction in HAP Contract Units Due to Vacancies

If any contract units have been vacant for 120 days or more since the owner notice of vacancy, CHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

O. Family Right to Move

1. After one year of occupancy, the PBV household may attempt to transfer to another PBV unit by contacting participating PBV owners directly.
 - a. The family must give thirty (30) days advance written notice to his/her current PBV owner in accordance with the lease and provide a copy of the notice to CHA
 - b. At this point, only households that are determined to be over-housed have access to a Tenant-Based voucher.
2. After two years of occupancy, the PBV household may request a Tenant-Based voucher.
 - a. The family must request a Tenant-Based voucher in writing.
 - b. PBV households that request a Tenant-Based voucher in writing and are eligible for continued participation in accordance with this Administrative Plan will be given priority status to receive an available Tenant-Based voucher.
 - i. If Tenant-Based vouchers are available, the household must be ready, willing, and able to accept the voucher on or before their anniversary date.
 - Prior to issuance of the voucher, the PBV household must provide written notice to the owner with a copy to CHA.
 - ii. If a Tenant-Based voucher is not available, CHA shall maintain a transfer list where PBV participants that have requested a Tenant-Based voucher are listed chronologically.
 - A household on the transfer list must be ready, willing and able to accept a Tenant-Based voucher within 60 days of notification.
 - Prior to issuance of the Tenant-Based voucher, the PBV household must provide written notice to the owner with a copy to CHA
 - If the household cannot or will not accept a Tenant-Based voucher within 60 days of notification, they will be removed from the transfer list and will need to submit another written request to be placed back on the transfer list.
 - iii. Once received, the voucher will only be valid for 120 days from issuance. While normal tolling provisions apply, the Tenant-Based voucher will not otherwise be extended if the household has not found a unit prior to expiration.

- iv. If the voucher expires before the household is able to locate a unit, the household will not be eligible for another Tenant-Based voucher for 24 months from the issuance of the expired voucher.
- v. Priority status means PBV households are provided available vouchers prior to those households from the waiting list but not those households granted a reasonable accommodation or households that receive a voucher through the emergency process.

P. Rent

1. The amount of the initial rent to an owner is determined at the beginning of the HAP term.
2. The gross rent for the unit must be determined reasonable in accordance with the Administrative Plan.
3. As long as the gross rent is reasonable by CHA, its relationship to the existing FMR is irrelevant.
4. Through its MTW authority, CHA does not cap the rent to owner at the applicable tax credit rent.
5. The PBV owner must request rent increases in writing at least 60 days prior to the anniversary date of the HAP contract.
 - a. If a rent increase is properly requested and it is determined that the owner is in compliance with HQS, CHA will adjust all of the rents covered by the HAP contract by the applicable Operating Cost Adjustment Factor (OCAF).
 - b. No additional increases or special adjustments are allowed.
6. PBV rents can be decreased if it is determined that the reasonable rents in the locale have in fact decreased.

Chapter 17 SPECIAL PROGRAMS

This chapter covers both MTW and non-MTW special programs administered by CHA. These programs vary in size, target-population, services and administrative responsibilities. These programs have been specifically designed either by HUD or CHA to enhance the services and opportunities to participants. This chapter contains two sections, the first section outlines non-MTW programs and the second covers MTW programs. Non-MTW programs, as required by HUD, operate separately from CHA's MTW program. These programs are not exempt from HUD regulations. MTW programs have been designed and implemented by CHA through MTW authority; HUD has vetted these programs and the public has commented on them through CHA's Annual MTW Plan. In addition, the CHA reports on these programs annually through CHA's Annual Report. This chapter briefly outlines the objectives of each program, the criteria for participation, and the services offered, where the programs differ from the policies found in this plan; however, it is not exclusive, since many elements of administration are found in separate stand-alone documents.

A. Non-MTW Programs

1. Veterans Affairs Supportive Housing (VASH) Program: The VASH Program is administered in cooperation with the Department of Veterans Affairs (VA), and assists homeless veterans with disabilities and/or severe psychiatric and/or substance abuse disorders. Services may include: housing search assistance; community-based management services and outpatient health services. The VA determines the level of services provided. Application is by referral only from the VA Medical Centers (VAMC), the Massachusetts Department of Veterans' Services, and the Department of Veteran's Services provider agencies. The VASH Program has a limited number of Section 8 vouchers available for very low-income, homeless veterans with disabilities or psychiatric or substance abuse disorders. VASH is an integral part of the housing continuum that provides permanent housing for homeless persons.
 - a. Application Process: Admission to this program is by referral only from the Massachusetts Department of Veterans' Services, VA Medical Centers, and Department of Veterans' Services provider agencies such as the Veterans Benefits Clearinghouse, Inc. and the New England Shelter for Homeless Veterans.
 - b. Eligibility: Initial eligibility is a direct referral from the Department of Veterans' Affairs (VA). CHA only verifies the following that the applicant:
 - i. Was referred by the Department of Veterans' Affairs (VA);
 - ii. Is not required to register on any Lifetime Sex Offender Registry; and
 - iii. Does not exceed the income threshold.

Veterans' service providers are responsible for ensuring that all referrals to VASH meet program criteria at the time of referral. CHA will establish a VASH waitlist in the event CHA doesn't have available VASH vouchers at time of referral. Due to the length of time an applicant may be on the waiting list, CHA may need to reconfirm eligibility with the referring agency.

- c. Continued Occupancy: CHA may terminate a subsidy in accordance with the criteria and process as set out in CHA's Administrative Plan. The VA at any time can request to terminate a participant's assistance for failure to meet the case management requirement.
 - d. Portability: VASH participants must reside in Massachusetts for their initial year in the program. Any cases of portability must be approved by the VAMC.
2. Mainstream Housing and Designated Housing Program: The Mainstream Housing Program provides Tenant-Based Section 8 housing assistance to low-income non-elderly persons with disabilities as an alternative to elderly/disabled public housing. The Mainstream Program was developed to provide rental assistance to persons with disabilities who are seeking suitable, affordable, and accessible housing in the private market. Mainstream is used in support of CHA's Designated Housing Plan.

In February of 1997, the Cambridge Housing Authority (CHA) submitted an Allocation Plan for Designated Housing to the Department of Housing and Urban Development (HUD). In it, CHA sought permission to designate 86.5% of its federally funded Elderly/Disabled units as Elderly only. The remaining 13.5% of the units would be designated for persons with disabilities only. HUD approved this plan and additionally 200 Section 8 Certificates were awarded in order to provide alternative resources for the persons with disabilities who will lose access to housing at the elderly/disabled developments. Additionally, CHA has been awarded 100 vouchers to provide rental assistance for Non-Elderly Persons with Disabilities in Support of the Designated Housing Plan.

- a. Application Process: CHA will not maintain a separate Mainstream or Designated waitlist for applicants. CHA will use the Low Income Public Housing (LIPH) waitlist to select applicants for Mainstream and Designated vouchers. All applicants will be placed on the LIPH waiting list by the date and time the application is received. When vouchers are available, the CHA will create a combined elderly/disabled list from all the site-based elderly/disabled public housing wait lists, will sort the list in accordance with this plan and will issue a voucher to those applicants that have been found eligible to be placed in elderly/disabled public housing but cannot be placed because of the cap on younger disabled placements.
- b. Eligibility: Applicants must be eligible to be placed in CHA's Elderly/Disabled Housing and are screened in accordance with CHA's Admissions and Continued Occupancy Policy (ACOP).

As in Elderly/Disabled Housing, the number of household members is limited. The family must have no more household members than would be able to qualify for a zero or one-bedroom unit, absent a reasonable accommodation. This effectively limits the household size to two members, except where there is a reasonable accommodation.

Applicants must be non-elderly (persons below 58 years of age), as defined in CHA's ACOP.

Applicants must meet CHA's Low Income Public Housing (LIPH) guidelines for Income

Eligibility as outlined in CHA's Admissions and Continued Occupancy Policy.

- c. Continued Occupancy: Participants are subject to terms and conditions of this Plan.
 - d. Portability: Portability is in accordance with Chapter 15 of this Plan.
3. McKinney Shelter Plus Care Program: The McKinney Shelter Plus Care Program provides rental assistance and supportive services to homeless individuals and families with disabilities, primarily to those with mental illness, chronic substance abuse problems and/or HIV/AIDS.

The program provides rental assistance funds matched with supportive services for homeless, disabled individuals and families. Rental assistance can be Tenant-Based or tied to a specific building or unit. Support services are provided by a network of public and private entities and participation in supportive services is required. CHA has currently contracted with the three service providers for case management: Cambridge Cares about Aids (located at the YMCA), Vinfen, and Heading Home.

- a. Application Process: CHA requires a direct referral from a participating service provider. Referrals are made by service providers through a special program application which is submitted to CHA. This program will be administered in accordance with all other sections of CHA's Administrative Plan.
- b. Eligibility: Eligibility is determined by the service provider but the CHA requires:
 - i. Applicant must have been referred by an authorized service provider;
 - ii. Applicants are program eligible as outlined in Chapter 4 of this plan; and
 - iii. Applicants do not exceed the income threshold for the HCV Program.
- c. Continued Occupancy: Participants are subject to terms and conditions of this plan.

Vacancy payments are available if an assisted unit is vacated before the expiration of the occupancy agreement. The assistance for the unit may continue for a maximum of 30 days from the end of the month in which the unit was vacated, unless occupied by another eligible person. No additional assistance beyond 30 days will be paid until another eligible person occupies the unit.

Participants are subject to a minimum rent of \$25.

- d. Portability: Portability is subject to service provider approval.
4. McKinney Single Room Occupancy (SRO) Program (Mod Rehab): The McKinney SRO Program provides rental assistance to homeless individuals through the use of Project-Based SRO units at the YMCA 820 Mass Ave, YWCA 7 Temple Street, 205 Green Street, 30 Pearl Street, 10 Russell Street. This program is

administered in compliance with McKinney Section 441 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11401) and Federal Regulations at 24 CFR part 882, subpart H.

- a. Application Process: SRO applications are available at CHA central office.
- b. Eligibility: Applicant must meet the definition of homeless as defined in SEC. 103. [42 USC 11302].
General Definition of a Homeless Individual. For purposes of this chapter, the terms “homeless”, “homeless individual”, and “homeless person” means:
 - i. An individual or family who lacks a fixed, regular, and adequate nighttime residence;
 - ii. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - iii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);
 - iv. An individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided;
 - v. An individual or family who—
 - Will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by—
 - A court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;
 - The individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or
 - Credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;

- Has no subsequent residence identified; and
 - Lacks the resources or support networks needed to obtain other permanent housing.
 - Unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who—
 - Have experienced a long term period without living independently in permanent housing,
 - Have experienced persistent instability as measured by frequent moves over such period, and
 - Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.
- vi. Domestic violence and other dangerous or life-threatening conditions

Notwithstanding any other provision of this section, the Secretary shall consider to be homeless any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing.

CHA maintains an SRO wait list that contains both male and female applicants and is administered using all of the provisions found in Chapter 3 of this Administrative Plan. SRO owners are required to contact potential applicants from the list by first class mail. The letter from the owner must identify the fact that they received the applicant's name from CHA. Failure to respond to the mailing will affect applicant's status on CHA's waiting lists. Correspondence returned to the owner and marked as "unknown, return to sender, forwarding address unknown, no such address" shall be forwarded to CHA and CHA staff will remove the applicant from all lists in accordance with this plan. If an applicant fails to respond to a mailing, the owner must notify the applicant by a follow up letter that his/her name is being referred to CHA for removal from all Section 8 lists to which he/she has applied. A copy of the follow up letter must be submitted to CHA and CHA staff will remove the applicant from all lists. If an applicant responds to the owner and states

he/she is no longer interested in an SRO unit, the owner must notify CHA in writing and CHA staff will remove the applicant from only the SRO waiting list.

SRO owners must select residents from the applicants found on the SRO wait list in the order that they appear on the list. For this reason it is important that they work with CHA staff to close out unresponsive or uninterested applicants in a timely fashion. The exception is if the SRO unit in question has special selection requirements such as male or female residents only.

If the SRO owner screens the applicant in accordance with their tenant selection plan and denies the applicant, the owner must notify the applicant in writing of the denial and the reasons for the denial and must forward a copy of the denial to CHA and CHA staff shall remove that applicant from the SRO waiting list.

- c. Continued Occupancy: CHA requires inspections for all SRO units in accordance with its inspection protocol found in Chapter 12 of this document with one exception, these units are inspected annually.

Participants are subject to terms and conditions of this plan.

Vacancy payments are available if an assisted unit is vacated before the expiration of the occupancy agreement. The assistance for the unit may continue for a maximum of 30 days from the end of the month in which the unit was vacated, unless occupied by another eligible person. No additional assistance beyond 30 days will be paid until another eligible person occupies the unit.

Participants are subject to a minimum rent of \$25.

Subsidy for these units is attached to the unit and are not transferable to the participant.

- d. Portability: Does not apply to this program.

B. MTW Programs

- 1. Sponsor-Based Program: The Sponsor-Based Program is a Moving to Work initiative designed to serve hard-to-house participants through partnerships with local service providers (Sponsors). Sponsor-Based participants have a greater network of support to assist those with special needs.

Rather than provide a voucher to a family (as in the conventional Tenant-Based Voucher program), or attach it to a property (as in the Project-Based Voucher program), the Sponsor-Based program provides vouchers directly to the Sponsor. The Sponsor enrolls participants and operates the program with the benefit of the subsidy going directly to the sponsor to facilitate attainment of adequate housing. The value of the voucher is a predetermined flat amount that is negotiated between the Sponsor and CHA. Unlike Tenant-Based or Project-Based vouchers, CHA believes that Sponsor-Based vouchers assist those

most in need and unable to utilize the conventional programs. The program is designed to remove barriers for individuals with mental health issues, physical disabilities or for younger individuals just starting out and in need of assistance in identifying safe, accessible and affordable housing.

- a. Availability of Voucher: CHA has committed up to 60 vouchers for this program.
- b. Service Providers: Service Providers apply to CHA to participate in the Sponsor-Based program; providers can apply at anytime. This process ensures that Sponsors will provide housing to the hard-to-house families the program is designed to reach. The provider submits a written request that addresses the following:
 - i. A narrative detailing the goals of the program,
 - ii. A summary of the services provided,
 - iii. A summary of selection policy for participants,
 - iv. A summary of potential resources that are available to participants for transition purposes and an estimated timeframe to access these resources,
 - v. A written statement that indicates the provider has reviewed the eligibility criteria for the housing choice voucher program and will abide by said criteria when selecting program participants.

Once received, the Cambridge Housing Authority will either approve or deny the request. If approved, the provider will be placed chronologically on the waiting list for receipt of a Sponsor-Based voucher.

Once a voucher is available, the Cambridge Housing Authority will issue an appropriately sized voucher to the service provider, in the name of the service provider.

- c. Occupancy: The lease-up process for the Sponsor-Based Program is significantly different than the conventional Tenant-Based or Project-Based programs. CHA's roles are reduced, and the service provider's responsibilities are increased allowing the service provider to coordinate with the participant the necessary services to secure housing.

The service provider will conduct a housing search for an appropriately sized apartment based on Housing Choice Voucher Program guidelines. It is the service provider's responsibility to document compliance with the State Sanitary Code.

- i. Once an agreement is reached between the service provider and a prospective owner, the service provider will enter into a one-year lease with the owner and shall provide a

copy of said lease to the Cambridge Housing Authority (Not required when the service provider owns the property).

- ii. The service provider and the Cambridge Housing Authority will then enter into a "Service Provider Assistance Payment (SPAP)" contract.
- iii. The actual voucher and the SPAP contract will serve as the entire agreement between the two parties.
- iv. The service provider will be required to enter into a "Participation Agreement" with the participant. The participation agreement is a document that is created by the service provider and at a minimum must address the following:
 - A time span that the participant may remain in the program, and occupy the rented apartment,
 - A listing of the persons allowed to occupy the apartment,
 - A date by which the participant agrees to vacate the apartment,
 - A summary of the goals of the program,
 - A listing of the terms for participation in the program and
 - A statement that indicates that the participant will be required to pay the service provider a program fee set by the service provider but that in no event is more than 30% of his her monthly adjusted income.
 - It is important for the participation agreement to point out in clear and concise manner that the program fee being paid to the service provider is strictly for participation in the program and not accepted as rent for the apartment.
 - The participation agreement should also contain a list of occupancy rules.
 - Right for administrative hearing if terminated from program by service provider by the service provider.
- v. The Cambridge Housing Authority will not meet with the participant. Instead the service provider will be responsible for gathering all of the required documentation from the participant and maintaining this information in a format that is accessible to the Cambridge Housing Authority for periodic audits. The service provider will provide the Cambridge Housing Authority with a certification indicating that the participant is eligible to participate in the Housing Choice Voucher Program, and that the unit meets the Massachusetts State Sanitary Code.
- vi. Service providers must give notice to Cambridge Housing Authority if a unit is vacant for more than 30 days. As a general rule Cambridge Housing Authority will only pay the subsidy payment for occupied units. However, the Housing Authority will pay a vacancy payment for the first full month after the participant moves. Said vacancy payment will be the lesser of 80% of the contract rent or the normal subsidy payment for that month.

- vii. As the voucher holder of record, the service provider maintains responsibility for their participant. In cases where a participant violates the guidelines of the Housing Choice Voucher Program, (for example, criminal activity) CHA reserves the right to terminate the Sponsor's voucher in accordance with the Service Provider Assistance Payment contract and if necessary, recapture subsidy payments
- 2. Putnam Square Apartments: Putnam Square Apartments is a 94-unit high-rise, located at 2 Mount Auburn Street, Cambridge. To preserve affordability of the building, CHA petitioned HUD to convert the building to Project-Based Vouchers. The units were converted in 2003 and are occupied exclusively by low-income elderly/disabled residents.

CHA is using MTW Authority to administer these Project-Based Units in accordance with CHA's Low-Income Public Housing Admissions and Continued Occupancy (ACOP). CHA maintains a separate waiting list and tenant selection is in accordance with the ACOP. CHA shall follow this procedure as long as the property is owned by Harvard or CHA determines it is no longer economically feasible to do so. If there is a sale or a CHA determination of economic infeasibility, the property shall be administered as a PBV project in accordance with Chapter 16 of this plan.

- 3. Neville Assisted Living: Neville Assisted Living has 71 units – 23 studios, 35 one-bedroom, and 13 single-room occupancies – in an area of the building specifically designed for persons with dementia. Of the 58 studio and one-bedroom units, 39 openings are available to applicants with low-incomes, (below 60% of AMI), thirteen are available to applicants with moderate-incomes (up to 80% of AMI), and nine are available at market rent. These units are made available through support of Moving to Work Vouchers, Group Adult Foster Care ("GAFC") and SSIG (Supplemental Security Income for Assisted Living). 30 units are Project-Based and the rent rules are as described in Chapter 16. 5 additional units are leased under Special Admissions as tenant-based vouchers used at the discretion of Neville's Director for the higher-rate memory loss units.

Neville Assisted Living is an integral component of CHA's effort to provide a continuum of care and opportunities for aging in place. Neville Assisted Living manages the waitlist and completes the tenant selection process in accordance with CHA's public housing Admissions and Continued Occupancy Policy (ACOP). CHA will make referrals to Neville's waitlist.

- 4. John F. Kennedy Apartments: CHA, in conjunction with its affiliate John F. Kennedy Apartments, owns and manages 69 rehabilitated affordable units. 25 of these units are reserved for an assisted living facility serving low- to moderate-income tenants, and 44 units are independent public housing units for elderly and disabled tenants. Rent rules for John F. Kennedy apartments are as described for Project-Based units in Chapter 16 of this Plan.

JFK is an integral component of CHA's effort to provide a continuum of care and opportunities for aging in place. JFK is privately managed. Management manages the waitlist and completes the tenant selection process in accordance with CHA's ACOP.

5. Career Family Opportunity Cambridge (CFOC): The CFOC program is partnership with Crittenton Women's Union (CWU) to guide program participants to economic independence over the course of five-years. Through this partnership, participants work with a Mobility Mentor from CWU to help set goals and priorities to develop career goals that will pay a Massachusetts Economic Index wage, engage in trainings, and participate in peer group session. Participants are eligible to earn cash incentives for accomplishing individually established goals. The program also offers a matched savings components through an Individual Development Account with a minimum of \$10,000 at the end of the program. The goal of the program is to provide secure and affordable housing as participants move toward economic independence and transition off of housing assistance, or to a reduced subsidy at the end of five years.
6. Family Opportunity Subsidy (FOS): The FOS program is a partnership with Heading Home Inc., to provide an alternative pathway out of homelessness that leads towards self-sufficiency instead of continued poverty and subsidy dependence. The FOS Program is an innovate approach designed to support families transitioning out of shelters and achieve economic independence. The FOS program consists of two phases; the Pre-FOS phase designed to stabilize families with supportive services transitioning out of shelter through a sponsor based subsidy, and phase two, the FOS Program which provides on-going support, a tenant-based rental subsidy, and a pay-out to incentive economic independence.
 - a. The FOS program is a nine-year program that consists of two-years in the Pre-FOS phase, seven-years in FOS with a "Plus-One Payout" at year nine.
 - b. Throughout the program, participants receive support from Heading Home Inc., to address household stability, well being, financial management, education and career management.
 - c. During the Pre-FOS phase participants establish an Individual Development Account (IDA) and are required to reach annual savings goals through the first seven-years of the program. Participants must save \$250 per year for the first two years, and sequentially for years three through seven the Participant is to save \$500 per year for a total of \$3,000.
 - d. Participants are required to obtain employment such that the household income is equal to or greater than 51% of the Area Median Income and the household must reside in a unit in which the contract rent does not exceed 40% of the household's income.
 - e. Participants that successfully complete the program will receive a "Plus-One Payout of \$12,000 and which combined with the IDA savings requirement results in a total disbursement of \$15,000.

Chapter 18 TERMINATION OF PARTICIPATION

The following chapter describes instances that allow for, or result in termination of participation in the Housing Choice Voucher program.

A. No Longer Needs Assistance

1. If the housing assistance payment (HAP) for the household drops to zero (household income calculation exceeds allowable subsidy amount) and remains at zero for one hundred and eighty (180) consecutive days, the household's assistance will be immediately terminated.
 - a. The household has no right to appeal.
 - b. If the household's income decreases to the point where the HAP would increase to more than zero, the household must notify CHA in writing before the end of the one hundred and eighty (180)-day period.
2. The household may choose to terminate their participation at any time. The request must be in writing with the effective date and signed by the head of household, spouse or co-head.
 - a. The household's decision is not reversible once received and time stamped by CHA
 - b. The household's decision to terminate participation is not appealable.
 - c. CHA will send a confirmation letter to the participant and owner within ten (10) days after receipt of the written notice.

B. Mandatory Actions

1. All participants have the right to due process and the use of the term "mandatory actions" does not diminish this right to due process. Every participant that receives a notice of an action has the right to appeal as explained in this chapter. The use of the term, "mandatory actions" means that CHA has no discretion as to whether or not it will commence an action against the participant.
2. CHA must terminate participation whenever a participating household is evicted from a unit assisted under the HCV Program for serious or repeated violations of the lease.
 - a. A household will be considered evicted if the household moves after a legal eviction order has been issued by the Court, whether or not the physical enforcement was necessary.
 - b. Serious and repeated lease violations include but are not limited to nonpayment of rent, disturbance of neighbors, and destruction of property, living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criterion to be used is whether the reason for the eviction action was through no fault of the household or guests.

- c. If a household moves after the owner has initiated an action to evict but before a legal eviction order has been issued by a Court, CHA may choose not to terminate the household's participation. In making its determination, the Director of Leased Housing or his/her designee will review all available evidence and will look at alternatives and mitigating circumstances. These decisions are made on a case-by-case basis and should not be considered precedent-setting in nature.
 - d. Incidents of threatened or repeated violence, dating violence or stalking may not be construed as serious or repeated violations of the lease by the victim of such violence or stalking.
3. CHA must terminate participation of a household if any household member fails to sign and submit any consent form that they are required to sign for a reexamination.
 4. CHA must terminate participation of any household member that fails to document what their immigration status is or where CHA is unable to verify INS status through INS. That household member will not be included in the subsidized household, and the rules on rent setting for mixed families will then apply.
 5. CHA must terminate participation of a household if any household member fails to provide documentation of his/her Social Security number.
 6. CHA must terminate participation if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of state or federally-assisted housing.
 7. CHA must terminate a household's participation if any household member is subject to a lifetime registration requirement under a state sex offender registration program.
 8. CHA must terminate a household's participation if any household member is person convicted or accused of a crime that hides from law enforcement in the state or flees across state lines to avoid arrest or punishment (fugitive from justice).

C. Discretionary Actions

In the following instances, CHA will always commence to terminate participation. However, CHA will consider mitigating circumstances and may, where applicable and appropriate, cease termination proceeding.

1. CHA must terminate a household's participation if any household member is currently engaged in any illegal use of a drug or has a pattern of illegal use of a drug or alcohol that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
 - a. "Currently engaged" is defined as any use of illegal drugs or abuse of alcohol during the previous six months.

- b. CHA will consider all credible evidence, including but not limited to any record of arrests, convictions or eviction of household members related to the use of illegal drugs or abuse of alcohol.
- 2. CHA must terminate a household's participation if any household member has engaged in any drug related or violent criminal activity while participating in the HCV Program or has allowed drug related or violent criminal activity.
 - a. Drug means a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).
 - b. Drug related criminal activity means any criminal activity includes:
 - i. The illegal manufacture; or
 - ii. Sale; or
 - iii. Distribution; or
 - iv. Use of a drug; or
 - v. Possession with the intent to manufacture, sell, distribute or use a drug.
 - c. Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.
 - d. CHA will consider all credible evidence, including but not limited to any record of arrests, convictions or eviction of household members related to drug related or violent criminal activity and any eviction notice to evict based on drug related or violent criminal activity.
- 2. CHA must terminate a household's participation if any household member has engaged in or threatened violence or abusive behavior towards CHA personnel.
 - a. Abusive or violent behavior towards CHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
 - b. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In the following instances, CHA may move to terminate participation, but will consider mitigating circumstances and where applicable and appropriate, may opt not to begin termination proceedings.

1. CHA may terminate a household's participation if any household member fails to comply with any family obligations under the HCV Program.
 - a. Obligations include but are not limited to: attend scheduled appointments, failure to maintain utilities that the participant is responsible for, allowing additional unauthorized individuals to reside in an assisted unit.
2. CHA may terminate a household's participation if any household member has committed fraud, bribery, or any other corrupt or criminal act in connection with any state or federal program.
 - a. Discrepancies between income reported by the household and verified (by EIV) that are greater than \$2,500.00 in any twelve (12) month period require CHA to question the household and investigate for potential underreporting and CHA will evaluate the underreporting for potential fraud.
3. CHA may terminate a household's participation for breaching the terms of a repayment agreement with CHA.
 - a. Three late payments in a row constitute a breach.
 - b. Six late payments overall constitute a breach.
4. CHA may terminate a household's participation for extended absences from the unit without good cause.

D. Insufficient Funding

CHA may terminate HAP contracts if CHA determines, in accordance with HUD requirements, that funding under the Annual Contributions Contract is insufficient to support continued assistance for families in the program.

E. Criteria for Deciding to Terminate Assistance

1. Standard
 - a. All termination decisions by CHA must be based on a preponderance of the evidence.
 - b. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.
 - c. The number of witnesses or the amount of evidence may not determine preponderance of the evidence but instead by the greater weight of all the evidence.

2. Consideration of Circumstances

- a. CHA will consider all relevant circumstances when determining whether a household's participation should be terminated.
- b. The factors that CHA will look at include:
 - i. Seriousness of the case, especially with respect to how it would effect other residents and neighbors;
 - ii. Effects that termination of the household's participation may have on other members of the household who were not involved;
 - iii. The extent of participation or culpability of individual household members, including whether the culpable family member is a minor or a person with disabilities or a victim of domestic violence, dating violence or stalking;
 - iv. The length of time since the violation occurred, the household's recent rent history and the likelihood of favorable conduct in the future;
 - v. In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully.
 - vi. CHA will require the participant household to submit evidence of the household member's current participation in or successful completion of a supervised drug and alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully;
 - vii. In the case of "program abuse", the dollar amount of overpaid assistance and whether or not a false certification was signed by the household.

3. CHA may choose to allow a household to continue participation with alternative conditions.

- a. As a condition of continued assistance, CHA may require that any household member who participated in or was responsible for an offense no longer reside in the unit.
 - i. If such a condition is required, the head of household must certify that the culpable household member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The household must present evidence of the former household member's, current address on CHA request. CHA may accept reasonable evidence that a household member has left without providing the remaining members any way of contacting them, such as a third-party affidavit that the party has left.

- b. If a household owes amounts to CHA, as a condition of continued assistance, CHA may require the household to repay the full amount or enter into a repayment agreement, within 30 days of receiving notice from CHA of the amount owed.
- c. CHA may require other conditions as appropriate.

F. Notice to Terminate Participation

1. If a household's assistance is to be terminated, CHA must give the family written notice that specifies:
 - a. The reasons for the action and the facts that support the action in sufficient detail to enable the participant to prepare a defense.
 - b. Subject to considerations related to safety of witnesses or victims, or unless otherwise legally barred from disclosure, CHA will provide source information.
 - c. The specific regulation or policy that was violated;
 - d. The effective date of the termination;
 - e. The household's right to appeal;
 - f. Contact information for legal services;
 - g. Response deadline; and
 - h. Notification of VAWA and Reasonable Accommodation Policies
2. Written notice to the owner (notice will not include details regarding reason for termination).
3. If a criminal record is the basis of the action to terminate, the record must be made available to the Head of Household and to the subject of the record.
4. The notice to terminate participation must be sent at least one calendar month prior to the effective date of the termination.

G. General

1. When the household's participation is terminated, the lease and the HAP contract (in the case of Tenant-Based vouchers) terminate automatically. It is up to the owner whether or not he/she wishes to enter into a new unassisted lease.

Termination of an assisted tenancy is a matter between the owner and the household; CHA is not directly involved

Chapter 19 INFORMAL REVIEWS AND HEARINGS

A. Overview

When CHA makes a decision that has a negative impact on a household, the household is often entitled to appeal the decision. For applicants (other than those seeking emergency status), the appeal takes the form of an informal review, and for participants and those that have been denied emergency status, the appeal takes the form of an informal hearing, held in front of a CHA Conference Panel.

B. Informal Reviews

1. An informal review is available to program applicants; in this case, someone that has applied for admission to one of the leased housing programs but has not yet been leased into an approved apartment and given the opportunity to utilize the subsidy. For applicants, the informal review process is the only “in-house” appeal process available.
2. An applicant will be given the opportunity for an informal review in the following situations:
 - a. Denied the ability to be listed on an open CHA leased housing waiting list; or
 - b. Denied a preference on CHA’s leased housing waiting list, or
 - c. Denied the issuance of a voucher or other leased housing subsidy; or
 - d. Was issued a subsidy which was then withdrawn prior to initial utilization; or
 - e. Refusing to enter into a HAP contract or approve a lease for a new subsidy holder; or
 - f. Refusing to process or provide assistance under portability in accordance with HUD regulations, i.e., when there are inadequate funds available to provide assistance.
3. An applicant is not given the opportunity of an informal review in the following situations:
 - a. Discretionary administrative determinations by CHA; or
 - b. General policy issues or class grievances; or
 - c. A determination of the voucher size; or
 - d. A determination that the apartment does not meet HQS; or
 - e. A determination that the apartment does not meet HQS based on family size or composition; or
 - f. A determination that the apartment is too expensive based on the applicant’s reported income; or

- g. A determination that the rent is not reasonable; or
- h. CHA's history with a particular owner requires a denial of the proposed tenancy.

EXAMPLE: Mark is on the HCV waiting list and has gone through the screening process. Because of issues on Mark's criminal record, he has been told that he cannot receive a voucher. Mark is entitled to an informal review of this decision.

EXAMPLE: Sally was on the HCV waiting list and went through the screening process. Based on the information obtained and reviewed at the time of the screening, Sally was approved and she obtained a voucher. During the next two months, Sally looked for and found an apartment. Sally submitted a request for lease approval for the apartment. The apartment was inspected and approved but before Sally was leased into the apartment, CHA was informed that Sally was arrested and charged with possession with intent to distribute drugs. Because of this new information, CHA informs Sally that she will be unable to participate and is denied the ability to lease up the new apartment. Because Sally is a new voucher holder that has not yet been leased for the first time, she is considered an applicant and is entitled to an *informal review* of this decision.

- 4. CHA will provide an applicant with prompt notice of a decision to deny assistance. The notice must contain a brief statement of the reasons for CHA decision and the facts underlying the decision, information concerning the right to an informal review, and contact information for legal services as well as the Reasonable Accommodation and VAWA notices.
- 5. A request for an informal review must be made in writing and delivered to CHA in person or by first class mail, faxed or emailed with confirmation of receipt by CHA, within fifteen (15) business days of the date of denial.
- 6. Once a review is requested, CHA must schedule the review within thirty (30) calendar days and must forward a written confirmation of the date and time of the review within five (5) business days of receipt of the request.
- 7. The Deputy Executive Director or his/her designee will conduct the informal review but in no event shall the staff person that made or approved the decision that is under review or a subordinate of that person conduct informal review.
- 8. During the review, the applicant may:
 - a. Provide both written and oral statements;
 - b. Present witnesses;
 - c. Be represented by counsel; or
 - d. The applicant may elect to submit only written testimony and not be present at the review but this must be requested and approved in writing prior to the actual review.

9. A written decision will be forwarded by first class mail to the applicant within seven (7) business days of the review and will evaluate the following issues:
 - a. Whether or not the grounds for the denial were stated factually in the original notice.
 - b. The validity of the grounds for denial of assistance.
 - i. The grounds for denial must be specified in the regulations or this Administrative Plan.
 - ii. If the grounds are discretionary, factors that were weighed in the decision must be addressed.
 - c. The validity of the evidence.
 - d. If the decision is to overturn the denial, the applicant will be instructed to contact the Leased Housing staff to complete the screening or lease up process.
10. Applicants that fail to attend a scheduled review without prior notice will be defaulted, the decision to deny will stand and the applicant will have no further rights to a review.

C. Conference Panels

1. A conference panel is available for certain CHA determinations relating to the individual circumstances of a participant household or for those applicants that have been denied emergency status by the Emergency Review Committee. A participant household is one that has been admitted to a leased housing program and is having or had assistance paid to a landlord directly on his/her behalf, and whose subsidy was not terminated.
2. The purpose of the conference panel is to determine whether CHA's decisions related to the family's circumstances are in accordance with the law; HUD regulations and CHA policies.
3. CHA will not terminate ongoing subsidy payments until the time allowed for the household to request a conference panel has lapsed and any requested hearings have been completed. Ongoing subsidy payments relates only to existing contractual obligations with an owner.
 - i. If a household moved after a notice to terminate but before a conference panel, CHA will not be obligated to enter a new agreement with a new owner

EXAMPLE: CHA seeks to terminate the participation of a household that is currently leased in an apartment where there is ongoing subsidy payment being made on the household's behalf. If the household were to appeal, CHA would be required to continue payments for that apartment.

4. A participating household will be given the opportunity for a conference panel in the following situations:

- a. To contest the calculation of annual income; or
 - b. A denial of an exemption of bedroom size standards; or
 - c. A determination to terminate the participation of a household based on a household's actions or failure to act.
 - d. A determination that the household has been absent from the apartment for three (3) or more months;
 - e. Other determinations excluding those included below (item 5.).
5. A participating household will not be given the opportunity for a conference panel in the following situations:
- a. Discretionary administrative determinations by CHA including suspension of HAP payment based on a failure to act by the household, please see Chapter 10, Section A.2.; or
 - b. General policy issues or class grievances; or
 - c. A determination of the voucher size; or
 - d. A determination that the household's income is such that a subsidy payment has not been made during the previous (180) days; or
 - e. A determination that the apartment does not meet HQS, however, a family is entitled to a hearing if the reason for failure to meet HQS is based on the family; or
 - f. A determination that the apartment does not meet HQS based on family size or composition; or
 - g. A determination that the apartment is too expensive based on the applicant's reported income; or
 - h. A determination that the rent is not reasonable; or
 - i. The determination by CHA to exercise or not exercise any right or remedy against an owner under the HAP contract.
 - j. The participant has been evicted for cause from a Project-Based unit.
6. Only applicants that are denied emergency status after review by the Emergency Review Committee are given access to a conference panel.

7. For cases involving Hardship Waivers, only participants who have been denied a hardship waiver after review by the Hardship Review Committee are given access to a conference panel.
8. CHA must provide written notice when it seeks to terminate the participation of a household. The notice must provide the reasons for the action and supporting facts in sufficient detail to enable the participant to prepare a defense (including source information, subject to considerations related to safety of witnesses or victims, or unless legally barred from disclosure) , the specific regulation or policy that was violated, the effective date of termination, the right to appeal to a Conference Panel and notice of the opportunity to meet with the Director of Leased Housing or his/her designee for reconsideration, contact information for legal services, response deadline and notification of VAWA and Reasonable Accommodation Policies .
 - a. The effective date must provide for a notice of at least one calendar month.
 - b. A notification of termination – without specification of detail – will be sent to the owner.
 - c. Both the copy to the household and the owner must be sent certified/return receipt mail and first class mail.
9. A request for a reconsideration meeting and conference panel must be made at the same time, in writing, and delivered in person to the Legal Department or by first class mail within fifteen (15) days of the date of notice. Appeal requests will be accepted by fax or email, with confirmation of receipt.
10. As requests are submitted, they are placed chronologically on a waiting list with denials of emergency status weighted higher than requests from participating households.
11. Once the household reaches the top of the list, CHA will schedule the hearing.
 - a. Notice of hearing will be mailed first class mail.
 - b. The family must receive notice at least thirty (30) business days prior to the hearing date unless the family agrees to an earlier date.
 - c. The Notice must inform the household that they have the right to discovery, meaning that they will:
 - i. Be given the opportunity to examine any and all documents that CHA will rely upon at the hearing; and
 - ii. Be given access to the entire household file if requested; and
 - iii. Be allowed to make copies of any and all documents related to the hearing (at their own expense); and

- iv. Be supplied with an overview of any proposed testimony from CHA witnesses; and
 - v. The household may initiate discovery requests and access will not be unreasonably delayed by CHA.
 - d. The notice must also inform the household that any material that they plan to utilize and rely upon at the hearing must be submitted to CHA no later than two (2) business days prior to the hearing.
 - i. This includes the subject of any proposed witness testimony.
 - ii. Material that is not submitted as required can be utilized at the hearing only with the permission of the Chairperson of the Panel
- 12. Once the hearing is scheduled and the notice sent, the household may only request to reschedule a hearing for good cause or as a reasonable accommodation for a person with disabilities.
 - a. Good cause is defined as an unavoidable conflict that seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. CHA may request documentation of the good cause.
 - b. Failure to obtain counsel is not considered good cause. Written requests by an attorney for postponement due to unavailability will be considered grounds to reschedule.
 - c. Failure to attend a scheduled hearing without prior notice is considered a default.
 - i. In cases where the household had good cause for the default and contacts CHA within two (2) business days, CHA may, at its discretion, place the household back on the bottom of the chronological list for another hearing.
 - ii. If the hearing in question was an appeal of a staff decision to terminate participation, the termination shall take effect on the first of the month following the month in which the household defaulted and no subsidy will be paid pending the outcome of the rescheduled hearing.
- 13. Households have the right to seek and retain counsel at their own expense or may have another representative attend on their behalf.

D. Organization of the Conference Panel

- 1. The Conference Panel is made up of three individuals as follows:
 - a. Chairperson of the panel is one of the five CHA Commissioners; and

- b. An employee of the Housing Authority (from a department with no direct involvement or contact with the case) and appointed by the Executive Director; and
 - c. A public housing tenant or a participant of the Housing Choice Voucher program.
- 2. Chairperson is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by Chairperson. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of Chairperson.
- 3. All conference panels heard at CHA are recorded and stored for a period of twelve (12) months after the hearing. If requested, CHA will make a copy for a household or the household's representative at his/her expense.
- 4. At the start of every conference panel, Chairperson will introduce the members of the panel and will then elicit introductions from other individuals in the room. Any member of the panel that has prior knowledge of the case or the household must disclose said knowledge, as soon as practicable. Depending upon the situation:
 - a. The panel member may recuse himself/herself from the hearing and the household and CHA both consent to a panel of only two (2) members; or
 - b. The household or CHA may request that the panel member recuse himself/herself and consent to a panel of only two (2) members; or
 - c. Both parties may agree that the panel member participate; or
 - d. Both parties agree that the hearing will be continued to another date.
 - e. If the decision is to proceed with less than three (3) panel members or with the panel member in question, it is Chairperson's responsibility to assure that the household understands the implications of proceeding and agrees to do so while on the record.
 - f. Once the parties have been introduced, CHA's representative will present the case to the panel and explain its position or action toward the household. The household is then given the opportunity to present the case, and explain why he/she disagrees with CHA's decision, and why the action against them should be overturned. In doing so, both parties must rely only on documents and witnesses that were previously disclosed to the household or the household's representative and CHA.
 - g. If either party presents witness testimony, the other party is free to cross-examine the witness. The timing of the cross-examination shall be at the discretion of the Chairperson.

- h. In general, pre-disclosed evidence is admissible in an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.
 - i. While panel members are free to ask questions at any point in the presentation, both the household and CHA may only direct questions to the other party at the end of their respective presentation.
 - j. At the end of both presentations, either party may make a closing statement.
 - k. Once complete, the recording is ended, both CHA and the household are asked to leave the room, and the panel members are given the opportunity to deliberate and make a decision.
- 5. The Chairperson is responsible to issue a written decision within seven (7) business days of the hearing. In rendering a decision, The Chairperson will consider the following matters;
 - a. Were the reasons for CHA's action actually stated in the original notice to the household?
 - b. Were both parties given a fair opportunity to examine any relevant documents prior to the hearing in accordance with CHA policy?
 - c. Did CHA present sufficient evidence to support its conclusion that the household violated a regulation or a policy using the preponderance of the evidence standard?
 - d. In cases where CHA is seeking the termination of participation, has CHA shown that termination is supported by either the regulations of the program or the policies of CHA?
 - e. In a written decision, Chairperson will include the following information:
 - i. Name of the household;
 - ii. Date, time and place of the hearing;
 - iii. Name of Chairperson as well as the other two panel members;
 - iv. Names of all other individuals in attendance;
 - v. A brief impartial statement of the reason for the hearing;
 - vi. A summary of the evidence;
 - vii. Findings of fact; and

viii. A conclusion and order.

- f. Any finding of fact must be based on a preponderance of the evidence. This is defined as evidence that is of greater weight or more convincing than the evidence, which is offered in opposition to it, that is, evidence which as a whole shows that the facts sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all the evidence.

The decision of the conference panel is final; there are no further in-house remedies available to the household. Information of these decisions (with personal information redacted) is available upon request to CHA.

Chapter 20 ACCESSIBILITY POLICY AND REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES; VIOLENCE AGAINST WOMENT ACT (VAWA) REQUIREMENTS; LIMITED ENGLISH PROFICIENCY (LEP) POLICY

The following Reasonable Accommodations Policy applies to the Leased Housing Program and the Public Housing Program:

A. Introduction

1. The Cambridge Housing Authority (CHA) does not discriminate on the basis of race, sex, color, religion, national origin, ancestry, sexual orientation, age, familial status, or physical or mental disability in the access or admission to its programs or employment, activities, functions or services.
2. The CHA is covered by Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, Titles II and III, the Fair Housing Act and Massachusetts Chapter 151B as well as other federal, state and local fair housing laws, regulations, and policies which require reasonable accommodation to persons with disabilities as defined in those laws.
3. A Notice of the right to reasonable accommodation shall be posted in the management office(s) and program offices, and shall be included with all applications for housing programs, lease violation notices, eviction notices, voucher termination notices, and re-certifications. Such notice will also be included in the Resident Handbook and other relevant resident publications. Notices shall be in large print and posted or included in a manner that is readily seen by persons with all disabilities. Such notices will also be available in other formats for persons who cannot read them. Notices of denial of participation in a program or service shall include the reason for the denial and the right to request a reasonable accommodation. The Notice shall include the name, phone number, TTD number, fax number, and the email address of the 504/ADA Coordinator. This Notice and these Policy and Procedures shall also be posted on the CHA's website (www.cambridge-housing.org) and be made available, without charge, to anyone upon request.
4. CHA residents and program participants should contact the following individuals for more information about this policy:
 - a. Site Manager
 - b. Leasing Officer
 - c. 504/ADA Coordinator

The complete contact information for individuals holding these positions can be obtained by request or by visiting the staff directory on the CHA's website (<http://cambridge-housing.org/Contact-Us/Staff-Directory.aspx>).

B. What is a Reasonable Accommodation/Modification?

1. A reasonable accommodation is a change or modification of CHA's policies, practices or procedures for people with disabilities that is necessary to insure equal access to CHA's premises, amenities, services and programs. A reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with disability, in order to afford such person full enjoyment of the premises.
2. The definition of a person with a disability for purposes of a reasonable accommodation follows the definition in Section 504 of the Rehabilitation Act, the American with Disabilities Act, the Federal Fair Housing Act, Massachusetts General Laws Chapter 151B and any other applicable statutes:
 - a. "Disability" means a physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment.
 - b. Major life activities include, but are not limited to, caring for one's self, performing manual tasks, walking, seeing, hearing, breathing, learning, working, thinking, eating, standing, lifting, concentrating, communicating, and sleeping.
3. Exceptions:
 - a. The term disability does not include current use or current addiction to illegal drugs. "Current" means:
 - i. It occurred recently enough to justify a reasonable person to believe that the use is current; or
 - ii. That continuing use is a real and ongoing problem.
 - b. Where there is evidence of prior use of illegal drugs and the requestor contends he/she is not engaged in current use, the requestor must provide evidence of recovery and be willing and able to be lease compliant.
4. An individual is not eligible for a reasonable accommodation if;
 - a. He/she poses a direct threat to the health or safety of other individuals and this cannot be mitigated by a reasonable accommodation; or
 - b. He/she would cause substantial damage to property; or
 - i. He/she is not otherwise qualified for the CHA program and this cannot be mitigated by a reasonable accommodation.
5. Reasonable accommodations will be made up to the point of undue financial or administrative burden, or requiring changes fundamental to the program in accordance with the provisions of Section C.4. of this policy. Reasonable modifications will be made up to the point of structural infeasibility, or undue financial or administrative burden.

C. Reasonable Accommodation/Modification Evaluation Criteria

CHA will evaluate requests for accommodation or modification by determining if the requests satisfy all of the following four criteria.

1. Request

- a. CHA must receive a request for the accommodation or modification.
- b. The request does not have to come from the disabled person in question. Any person may make the request on behalf of the disabled person.
- c. The request does not have to be in any particular form nor do the words “reasonable accommodation” need to be used.
- d. The request may be verbal, although the CHA prefers written requests.
- e. The request may be presented at any point in time during intake, admissions, tenancy, or participation in any of CHA’s programs or services.
- f. CHA will only consider requests made after termination of assistance when there is a compelling reason to evaluate the merits of the request that is directly related to the disability.

2. Disability

- a. The accommodation or modification must be for a person who has a condition that meets the definition of disability. Such persons include the head of household as well as any household members.
- b. It is not necessary for the CHA to know the details of a disability.
- c. The CHA will not require access to confidential medical records in order to verify a disability.
- d. The CHA may request only information that is necessary to evaluate the disability-related need for the accommodation.
- e. The person providing documentation to verify the requestor’s disability need not have a medical degree or a particular expertise. However, the CHA must have adequate confidence in their judgment and competence.
- f. When a disability, as defined in Section B.2. of this policy, is obvious or known to staff, documentation of the disability will not be required.

- i. Examples of a “known” or “obvious” disability include, but are not limited to, inability to walk, blindness, deafness, a disability that has previously been documented, or where the person receives SSI or SSDI disability benefits.
 - g. When the disability and/or need is not obvious or known to staff, requests will require verification that the individual meets the definition of disability, and when relevant, that the accommodation is likely to resolve the problem.
 - h. If a disabled individual, who has committed a program violation, requests a reasonable accommodation in order to comply with CHA program requirements, the CHA must, in considering this request, determine whether non-compliance is likely to recur even with the accommodation sought.
 - i. The CHA may request that the individual provide appropriate information or verification, within a reasonable time period, to establish that non-compliance is not likely to recur.
 - ii. If the requested accommodation is not likely to solve the program violation, and continuation of the program violation will pose a threat to the health or safety of others, unreasonably disrupt the quiet enjoyment of other tenants, or constitute a fundamental alteration in the program, the accommodation request may be denied.
 - iii. The CHA will rely on objective information, not mere speculation, to determine whether an accommodation will solve a program violation or whether it is likely to recur in the future.
3. Necessity for Reasons Substantially Related to the Disability
- a. The requested accommodation or modification must be necessary for the disabled person’s full enjoyment of CHA programs, facilities, employment, or premises; and
 - b. The necessity must be substantially related to the requestor’s disability.
 - c. CHA is not obliged to provide accommodations or modifications that may be necessary to the requestor, but are for reasons that do not substantially relate to the disability.
4. Reasonableness
- a. The requested accommodation or modification must be reasonable. A request is not reasonable if any of the following are true:
 - i. Undue Financial and Administrative Burden on CHA

- ii. The request would, if approved, impose an undue financial and administrative burden on CHA.
- iii. CHA will determine on a case-by-case basis whether a request would impose an undue financial and administrative burden.
- iv. Relevant factors include:
 - The administrative cost and burden of the requested accommodation in comparison with the administrative cost of regular operations;
 - Limits or availability of CHA's overall resources;
 - The benefits that the accommodation would provide the requester, and
 - The availability of other, less expensive, alternative accommodations that would effectively meet the requester's disability-related needs.
- b. Fundamental Alteration in the Nature of CHA's Program(s): The request would, if approved, fundamentally alter CHA's program(s). This means that the request, if granted, would require the CHA to provide a program or service that it does not normally provide, such as counseling services, medical services, or transportation services.

D. Reasonable Accommodation Documentation

1. When documentation is necessary, the CHA strongly recommends that applicants or residents use the CHA verification form.
2. CHA may require a Request for Reasonable Accommodation/Modification and Authorization for Release of Information, as well as Request for Verification from a Third Party Concerning a Reasonable Accommodation or Modification if other forms of documentation do not adequately document the need for accommodation. These forms can be obtained at management offices, Leased Housing Department, Operations Department, Legal Department, and the program form section of the CHA website (www.cambridge-housing.org).
3. The CHA may request only information that is necessary to evaluate the disability-related need for the accommodation. No additional documentation will be required where the disability and the related need for an accommodation are readily apparent or otherwise known to the CHA.
4. All information gathered in this process must be kept confidential and must not be shared with other CHA staff persons unless they need the information to implement the request.
5. The CHA shall limit any information available to a staff person implementing a decision to only the information that is necessary to take appropriate action.
6. It is the responsibility of the person requesting the accommodation to secure such documentation or to give CHA the information necessary to secure such documentation. Documentation must come from a

reliable source with sufficient professional and personal knowledge of the applicant/resident to answer the applicable questions.

7. The CHA has the right to sufficient documentation to make a decision, but does not have a right to diagnosis, medical history or treatment unless directly relevant to a reasonable accommodation request. For example, in response to a request for accommodating chemical sensitivity, the CHA could request a list of the specific materials that an individual is sensitive to.

E. Examples of Reasonable Accommodations

1. An accommodation could require a change to a CHA policy or practice. A modification could require a physical alteration to a CHA building or grounds.

EXAMPLE: Jonathan, an individual with a hearing impairment, could request that the CHA modify the doorbell in his/her apartment from a chime to a flashing light. Maria, an individual with a mental disability, could request that the CHA waive its no pet policy to allow Maria to reside with a comfort animal. These are just a few examples of what would be considered reasonable requests for an accommodation.

2. An accommodation will be made up to the point of structural infeasibility, undue financial/administrative burden or requiring changes fundamental to the program.

EXAMPLE: Claudia, an individual with mobility impairment, could request that the CHA extend the search period on a voucher beyond the normal 120-day search period in order to locate an apartment that meets her needs.

EXAMPLE: Ian, an individual with mobility impairment, requests that the CHA make his current CHA apartment barrier free. In order to accomplish this, the CHA would have to remove a wall that is required for the structural support of the building making the requested accommodation impossible. CHA would offer to transfer Ian to an apartment that is already fully accessible.

EXAMPLE: Freddy, an applicant with disabilities and income well in excess of the maximum income levels for eligibility requests that the CHA waive the income eligibility maximums so that he may obtain a first floor apartment in CHA owned housing. Even if Freddy could show the connection between his disability and the need for a first floor apartment, waiving the maximum income levels would be a fundamental change to the program since CHA housing is meant to be available to low income households. Freddy is not qualified for the program. Admitting him would be a fundamental change.

NOTE: CHA respects each person's right to privacy and in most cases has no need or desire to collect personal medical information from residents or applicants. For this reason, the CHA may refuse to accept some documentation that a resident or applicant deems to be crucial to his/her situation. For example, some applicants that are individuals with disabilities may wish to supply medical documentation that provides details on his/her condition when the fact that he/she is on SSDI is sufficient to be considered a person with disabilities. In this case the additional documentation is unnecessary. However, there are times when an applicant will be required to provide additional information. For example, an applicant requests an accommodation that is specific to his or her lack of mobility. In this case, it would not be unreasonable to ask questions or seek additional documentation with respect to the nature and extent of the person's mobility impairment, so as to provide an apartment with the feature needed for the person to live in the apartment.

3. Non-compliance

EXAMPLE: Rachel, a resident residing on the third floor, has a tragic accident that leaves her permanently unable to climb stairs. Rachel requests that CHA install a permanent lift system in the publicly accessed stairway as a reasonable accommodation. After review of the layout of the stairwell and the cost of the lift system, it is determined that the request is not only structurally infeasible but would also be a financial burden on CHA. As an alternative, the CHA offers to transfer Rachel to the next available first floor apartment.

EXAMPLE: Ali, an individual with disabilities resides by himself in family housing. During the past year, Ali has set off the smoke alarm four times because he has forgotten to shut off the stove. Just recently, a fire started on the stove in Ali's apartment but was luckily contained by a neighbor. The CHA, fearing for the safety of the other residents, initiates an action to evict the resident. In response, Ali requests that his son reside with him in his apartment because his disability prevents him from living alone. Ali states that he should have overnight assistance. When assessing the request, the manager noted that all of the incidents occurred in the evening and after talking to the son, it is determined that he works the night shift and Ali would continue to be alone in the evening. The manager in this case would be justified if he/she denied the request.

4. Documentation

EXAMPLE: In the case above, Ali makes a second request. In this second request, he asked that his 24 year-old niece reside with her as a Live-in Aide. CHA has received information that Ali cannot live independently because of his disability and it is necessary for him to have overnight assistance. The request seems to be reasonable since it does not create an undue administrative or financial burden on the CHA and does not require a fundamental alteration in the program.

EXAMPLE: Joan has asked for a transfer to a first floor apartment as a reasonable accommodation because she has a disability that makes climbing stairs difficult. The CHA would ask for medical documentation that relates to Joan's disability but only with respect to her ability to climb stairs. The CHA would not ask for information regarding any unrelated issues or conditions that are unrelated to her specific reasonable accommodation request.

NOTE: A proposed Live-in Aide is subject to background checks, CORI checks, and SORI checks. CHA may disapprove such a person if s/he has: (1) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) committed drug-related criminal activity or violent criminal activity; or (3) currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act. A live-in aide is not a member of the household and therefore is not entitled to the voucher or unit as the remaining member of the requestor's family.

F. Procedure

1. Applicants or residents may make Reasonable Accommodation requests at any time and may make them verbally, although for reasons of clarity for both parties, Cambridge Housing Authority's preference is that requests be in writing.
 - a. Request for Reasonable Accommodation/Modification and Authorization for Release of Information and Request for Verification from a Third Party Concerning a Reasonable Accommodation or

Modification forms may be obtained from management offices, Leased Housing Department, Operations Department, Legal Department, and the program form section of the CHA website (www.cambridge-housing.org).

- b. Staff will assist applicants or residents who need such assistance and will accept requests in alternate format, if necessary because of a disability, such as tape recordings of information, large type, or bold print.
 - c. At the time a request is made, the person making the request will receive a date-stamped receipt and information necessary to track their request.
 - d. Requests for reasonable accommodation and modification may be submitted to any CHA staff person or its agent but will promptly be passed on to the appropriate person (site manager, leasing officer, or 504/ADA Coordinator) as described below.
2. Site Managers or Leasing Officers are authorized to process reasonable accommodation requests that are non-monetary or cost less than \$2500, that are routine, do not involve a complex issue, and do not require additional verification from a third party.
- a. An issue is complex if it requests a significant change in rules, regulations, or standard practice of the CHA, involves an outside agency, or involves a legal issue.
 - b. If the Site Manager or Leasing Officer determines that the request will require additional verification from a third party, he/she will refer the request to the 504/ADA Coordinator within five (5) business days and immediately notify the requestor of the referral.
3. For routine requests, non-monetary requests, or those under \$2500, Site Managers or Leasing Officers shall approve a reasonable accommodation request in writing as soon as possible, but within ten (10) business days of receiving the request.
4. Any request that the Site Manager or Leasing Officer determines should not be approved will be referred to the 504/ADA Coordinator within 5 business day after the determination is made without a decision being issued. The Site Manager or Leasing Officer will immediately notify the requestor of the referral.
5. If the Site Manager or Leasing Officer approves the reasonable accommodation request, s/he will implement the change as soon as possible, but no later than ten (10) business days from the time of the decision or as soon as is reasonably possible to comply with the request.
- a. More time may be necessary for transfers, for items requiring bids, construction, special equipment, etc.
 - b. Staff will notify the requestor of reasons for delay and, when feasible, the estimated completion time for such requests.

- c. A copy of all approvals will be sent to the 504 Coordinator.
- 6. The 504/ADA Coordinator is authorized to process the following:
 - a. All requests \$2500 and over,
 - b. Requests under \$2500 that are referred by a Site Manager or Leasing Officer in accordance with paragraph 2 and paragraph 4 above,
 - c. Transfers related to a reasonable accommodation requests,
 - d. Requests for assistance animals,
 - e. Requests requiring additional verification from a third party,
 - f. Requests containing complex issues as defined above, and
 - g. All policy-related requests.
- 7. The 504/ADA Coordinator shall approve or deny a reasonable accommodation request in writing as soon as possible, but within 10 business days if there is no additional verification required, or within 10 business days of receiving sufficient verification to make a decision.
- 8. If the 504/ADA Coordinator, based on evidence, determines that the person is not disabled as defined in Section B.2. of this policy, or a request is structurally infeasible, poses an undue financial or administrative burden or requires a fundamental change in the nature of the program, the 504/ADA Coordinator will follow the process set out below.
 - a. Financial or Administrative Burden. The 504/ADA coordinator will notify requestor in writing that the request constitutes a financial or administrative burden, with an explanation of the reasons and the right to obtain supporting documentation, and offer to make changes that do not pose such a burden if possible under the circumstances.
 - b. Possible alternatives could include but are not limited to:
 - i. Paying for a less expensive partial accommodation,
 - ii. Combining CHA funds with resources from other agencies, programs, or other sources,
 - iii. A transfer to a unit that already has the requested features, or
 - iv. Waiting until a later time when more funds are available.

- v. Notice shall also include the right to appeal the decision to the Appeals Officer.
 - vi. An agreement for a partial or delayed accommodation should be in writing or in an alternate permanent format. Upon request, the CHA shall provide the person requesting the accommodation with adequate supporting documentation of the basis for determining undue burden. Such notice shall also include the right to appeal the decision to the Appeals Officer.
- c. Structural Infeasibility. The 504/ADA coordinator will notify requestor in writing that the request constitutes a structural infeasibility, with an explanation of the reasons and the right to obtain supporting documentation and an offer to carry out reasonable alternatives.
- i. Possible alternatives could include but are not limited to:
 - Transfer to a unit that already has the requested features
 - An agreement for a partial accommodation or a feasible alternative.
 - ii. Notice shall also include the right to appeal the decision to the Appeals Officer.
- d. Fundamental Change. If the 504/ADA Coordinator finds that the request requires a fundamental change in the nature of the program, (s)he will give requestor a written explanation and will discuss and carry out any reasonable alternatives, with the agreement of the requestor, that do not require a fundamental change in the nature of the program. Such notice shall also include the right to appeal the decision to the Appeals Officer
- e. If the 504/ADA Coordinator finds that the person is not disabled within the definition in the policy, (s) he will give requestor a written explanation. The notice shall also include the right to appeal the decision to the Appeals Officer.
9. If the requestor agrees to something other than the initial request, he/she will sign or otherwise record approval of such an agreement.
10. In some cases, a meeting with the person requesting the accommodation, and any service providers or other technical assistance sources, may be the best way to identify the best solution.
- a. The person seeking the accommodation may bring anyone they consider helpful to such a meeting.
 - b. Upon request of either party, such meetings will be held promptly but no later than ten (10) business days from the time of request to the CHA and at a mutually agreeable time for all participants.
11. Once a reasonable accommodation request is granted, and an accommodation that meets the needs of the requestor is offered, the requestor has five (5) business days to accept the offer.

- a. The requestor may reject the offer for good cause, in which case the 504/ADA Coordinator will extend a new offer to the requestor.
- b. In order to demonstrate good cause for rejecting an offer, the requestor must be willing to document one of the situations below:
 - i. The requestor is willing to accept the offer, but is unable to do so at the time of the offer because of temporary hospitalization or recovery from illness of the head of household, other household members or live-in aide;
 - ii. The requestor demonstrates that acceptance of the offer would place a household member's life, health or safety in jeopardy; or
 - iii. The offer is inappropriate to meet the needs of the requestor.
- c. If the requestor cannot demonstrate good cause for rejecting the offer, the 504/ADA Coordinator will consider the request for reasonable accommodation closed.
 - i. The 504/ADA Coordinator will promptly notify the requestor of the decision to consider the reasonable accommodation request closed and that the requestor did not have good cause to reject the offer.
 - ii. The notice to notify the requestor shall include their right to request a review before the Appeals Officer.

G. Appeal Process

- 12. An individual who received a denial of a request for reasonable accommodation or is otherwise dissatisfied with an accommodation that is offered from the 504/ADA Coordinator has the right to appeal that decision to the Appeals Officer.
- 13. The time period to request a review with the Appeals Officer shall be ten (10) business days from receipt of the notice of CHA's action.
- 14. Requests should be made to the Appeals Officer in writing or an alternate format. The Appeals Officer can be reached by contacting the CHA Legal Department.
- 15. Once a request is received, an informal hearing shall be scheduled within ten (10) business days.
- 16. If requested, the Executive Director or his/her Designee may accept late requests for an informal hearing, provided that the requestor can show good cause or as a reasonable accommodation to the appeal process.

17. During the appeal process the requestor will:

- a. Receive an informal hearing before the Appeals Officer. The informal hearing will be audio taped.
- b. Have the ability to copy documents from the individual's CHA file.
 - i. The requestor will be given the opportunity to examine before the informal hearing any CHA documents¹ that are directly related to the reasonable accommodation request.
 - ii. The requestor will be allowed to copy any such documents at the individual's expense.
- c. Be able to present any relevant evidence.
- d. Have the opportunity to respond to any CHA allegation and to cross-examine any witnesses.
- e. Be able to present witnesses or oral objections to any evidence.
- f. Have the opportunity to obtain representation at the individual's own expense.
- g. Have the opportunity to request an interpreter to be provided by the CHA, at the CHA's expense.
- h. Be able to request a copy of the informal hearing audiotape.
- i. Will receive a written decision within ten (10) days of the informal hearing, overturning or upholding the decision of the 504/ADA Coordinator.
- j. Have the opportunity to request reasonable accommodation as to the manner in which the informal hearing is conducted.

18. Evidence may be considered without regard to admissibility under the rules of evidence applicable under judicial proceedings; and factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the informal hearing.

19. The CHA shall present evidence to support its proposed reasons for denying the reasonable accommodation outlined in its written denial of the individual's request for reasonable accommodation.

20. If the CHA wishes to amend the grounds for the proposed denial, the CHA must notify the requestor by letter no fewer than fourteen (14) days prior to the informal hearing.

¹ The term "documents" includes records and regulations.

21. The Appeals Officer shall not be the person who made the decision in question, nor that person's subordinate.
22. The Appeals Officer shall make a factual determination relating to the individual circumstances of the individual that shall be based on a preponderance of the evidence presented at the informal hearing.
23. Upon request, and within thirty (30) days after the informal hearing, the Executive Director may exercise his/her discretion to reconsider a CHA Appeals Officer's decision as a reasonable accommodation to the Appeal Process, but only when new information surfaces which may justify reconsideration of the decision.
24. The CHA is not bound by decisions that are contrary to HUD regulations or requirements or contrary to Federal, State or local law.
25. If the Executive Director or his or her designee determines that the CHA is not bound by the informal hearing decision, the CHA must promptly notify the requestor of the determination and the reason for such a decision. Any such decision by the Executive Director or his/her designee shall be made in writing and shall explain its basis and shall state that the requestor also has the right to file a fair housing complaint with HUD, MCAD, or in a court of law.
26. Nothing in this Policy shall limit a person's rights to proceed with an administrative or court action relating to his or her disability. The CHA shall inform any individual in writing when their reasonable accommodation request is acted upon of their right to file a fair housing complaint, whether or not a review is pursued, with the following administrative agencies or in a court of law:

Department of Housing and Urban Development (HUD)
Office of Fair Housing and Equal Opportunity
10 Causeway Street
Boston, MA 02222
Telephone 1 (800) 827-5005, or (617) 565-5308
TDD (617) 565-5453

Massachusetts Commission Against Discrimination (MCAD)
One Ashburton Place, Room 601
Boston, MA 02108
Telephone: (617) 727-3990
TDY (617) 727-3990, ext. 588

The Cambridge Human Rights Commission (CHRC)
51 Inman Street, 2nd Floor
Cambridge, MA 02139
Phone: (617) 349-4396
TTY: (617) 492-0235

27. CHA will not take adverse action against a requestor with a pending reasonable accommodation request if the action relates to the pending request.
28. CHA will take action against a requestor with a pending reasonable accommodation if the requestor presents a threat to the health and safety of other residents or tenants.

H. Third Party Representatives

1. Any individual with a disability who makes a reasonable accommodation request may authorize a third party representative to act on his or her behalf in dealing with the CHA.
2. Upon presentation of appropriate authorization, a third party representative may fill out and sign the Request for Reasonable Accommodation form for an individual with a disability.
3. Upon submission of a written request by an individual with a disability who has asked for reasonable accommodation, an authorized third party representative shall be given access to all documents in the individual's file which relate to his or her reasonable accommodation request.

I. Violence Against Women Act Policy (VAWA) – Policy Document

1. Purpose
 - a. The purpose of this Policy is to reduce domestic violence, dating violence, and stalking and to prevent homelessness by:
 - iii. Protecting the safety of victims;
 - iv. Creating long-term housing solutions for victims;
 - v. Building collaborations among victim service providers; and
 - vi. Assisting CHA to respond appropriately to the violence while maintaining a safe environment for CHA, employees, resident households, applicant households and others.
 - b. The Policy will assist CHA in providing rights under the Violence Against Women Act ("VAWA") to its applicant households, federal public housing households and other program participants.
 - c. This Policy applies to applicants for CHA programs and to CHA public housing residents. A separate policy that applies to Section 8 applicants and participants will be adopted as part of CHA's Section 8 Administrative Plan.

2. Mission Statement

- a. CHA's policy is to comply with the 2005 VAWA Pub. L. 109-162; CHA shall not discriminate against an applicant resident household, public housing resident household, or other program participant on the basis of the rights or privileges provided under the VAWA.

3. Definitions

The definitions in this Section apply only to this Policy.

Confidentiality

Confidentiality means that CHA will not enter information provided to CHA under this policy into a shared database or provide this information to any related entity except as stated in Section D.4.

Dating Violence

Violence committed by a person:

- a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - i. The length of the relationship;
 - ii. The type of relationship; and
 - iii. The frequency of interaction between the persons involved in the relationship.

Domestic Violence

Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, committed by a person with whom the victim shares a child in common, committed by a person who is cohabitating with or has cohabitated with the victim as a spouse, committed by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Massachusetts, or committed by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Massachusetts.

Immediate Family Member

A spouse, parent, brother or sister, or child of a victim or an individual to whom the victim stands in loco parentis; or any other person living in the resident household of the victim and related to the victim by blood and marriage.

Perpetrator

A person who commits an act of domestic violence, dating domestic violence, or stalking against a victim.

Stalking

Includes the following:

- a. To follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim;
- b. To place under surveillance with the intent to kill, injure, harass or intimidate the victim;
- c. In the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim; or
- d. To cause substantial emotional harm to the victim, a member of the immediate family of the victim or the spouse or intimate partner of the victim.

Victim

Is a person who is the victim of domestic violence, dating violence, or stalking under this Policy and who has timely and completely completed the certification under Section D or as requested by CHA.

4. Certification and Confidentiality

a. HUD Approved Certification

- i. For each incident that a person is claiming is abuse, except as provided in Section D.2. below, the person shall certify to CHA, owner or manager their victim status by completing a HUD approved certification form.
- ii. The person shall certify the date, time and description of the incidents, that the incidents are bona fide incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy.
- iii. The person shall provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other information. CHA will not make contact with the perpetrator if doing so would create a risk of harm to the person claiming abuse.
- iv. If there is reason to believe that the certification is incomplete or inaccurate, CHA may require additional documentation of the incident. Such documentation shall not place the victim in any danger. CHA shall work with the victim to identify appropriate sources of documentation.

- b. Other Certification: A person who is claiming victim status may provide to CHA, an owner or manager the following certification instead of the HUD-approved certification:

- i. Documentation signed by the victim and an employee, agent, or volunteer of a victim service provider, a social service provider, domestic violence shelter staff, school personnel, an attorney, or a medical professional, including social workers, psychologists, and mental health providers, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. § 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse; or
 - ii. A federal, state, tribal, territorial, local police or court record.
 - iii. If the victim elects to provide other certification, either that certification or the victim must provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other information.
- c. Failure to Provide Certification
 - i. The person shall provide complete and accurate certifications to CHA, owner or manager within fourteen (14) business days after the party requests in writing that the person completes the certifications. CHA shall allow reasonable extensions, as determined by CHA, for submission of certifications for good cause shown.
 - ii. If the person does not provide a complete and accurate certification within the 14 business days, or any extension granted by CHA, CHA, the owner or manager may take action to deny or terminate participation or tenancy.
- d. Confidentiality: CHA, the owner, and manager shall keep all information provided to CHA under this Section confidential.
- e. CHA, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:
 - i. The victim requests or consents to the disclosure in writing;
 - ii. The disclosure is required for:
 - Eviction from public housing;
 - Termination of Section 8 assistance; or
 - The disclosure is required by applicable law.
- f. Appropriate Basis for Denial of Admission or Tenancy

- i. CHA shall not deny participation or admission to a program on the basis of a person's victim status, if the person otherwise qualifies for admission or assistance.
- ii. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking and/or any behavior engaged in by a perpetrator directly related to such incidents will not be a serious or repeated violation of the lease by victim and shall not be good cause for denying to a victim admission to a program, terminating occupancy rights, or evicting a tenant.
- iii. Where CHA receives adverse information about an applicant or applicant's household member(s) and the applicant is a victim of domestic violence, CHA shall determine whether there is a substantial connection between the adverse information and the fact that the applicant/household member is a victim of domestic violence. If CHA determines that there is such a connection, then CHA shall disregard the adverse information (provided that the perpetrator will not be part of the applicant household).
- iv. CHA shall not require a particular landlord reference or other information, where obtaining such a reference or information will place the applicant, or a member of the applicant's household, at increased risk of harm. In this instance, CHA shall allow reasonable alternative forms of verification as determined by CHA, and shall not ask the applicant to obtain documents not reasonably obtainable, as determined by CHA. CHA shall, in appropriate instances, permit the applicant to provide photocopies of original documents where originals cannot be obtained due to the actions of the perpetrator.
- v. Criminal activity directly related to domestic violence, dating violence, or stalking engaged in by a member of a tenant's resident household or any guest or other person under the tenant's control shall not be cause for termination of tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim of that domestic violence, dating violence or stalking.
- vi. Notwithstanding Sections f.i., f.ii. and f.v. above, CHA may bifurcate a lease to evict any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant.
- vii. Nothing in Sections f.i., f.ii. and f.v. shall limit the authority of CHA, an owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the resident household members when the family breaks up.
- viii. Nothing in Sections f.i., f.ii. and f.v. limits CHA's authority to evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of violence

against the tenant or a member of the tenant's resident household. However CHA, owner or manager may not hold a victim to a more demanding standard.

- ix. Nothing in Sections f.i., f.ii. and f.v. limits CHA's authority to evict or terminate assistance, or deny admission to a program if CHA, owner or manager can show an actual and imminent threat to other resident households, neighbors, guests, their employees, persons providing service to the property or others if the tenant family is not evicted or terminated from assistance or denied admission.
- x. Nothing in Sections f.i., f.ii. and f.v. 5. limits CHA's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members or others.
- xi. A public housing resident household may request a transfer in accordance with CHA's Transfer Policy to protect their health or safety if the resident household meets the following criteria:
 - xii. Is a victim under this Policy;
 - xiii. Reasonably believes he or she is imminently threatened by harm from further violence if he or she remains in the apartment; and
 - xiv. Has complied with all other obligations of the public housing program;
 - xv. The determination of eligibility for the transfer will be made by the Director of Operations or his/her designee;
- g. a household found to meet the above criteria may be permitted to transfer to another CHA unit, receive a Section 8 voucher and stay in Cambridge or move to another Section 8 jurisdiction, provided that the transfer will ameliorate the risk to the health and safety of the victim.

5. ACTIONS AGAINST PERPETRATORS

- a. CHA may evict, or deny admission to a program or bar a perpetrator from its property under this Policy.
- b. The victim shall take action to control or prevent the domestic violence, dating violence, or stalking. Steps taken shall be reasonable to the circumstances of each case, and shall not create a risk of harm to the victim. The action may include but is not limited to:
 - i. Obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator;
 - ii. Obtaining and enforcing an order barring the perpetrator from the property;
 - iii. Enforcing CHA or law enforcement's order barring the perpetrator from the property;

- iv. Preventing the delivery of the perpetrator's mail to the victim's unit;
 - v. Providing identifying information listed in D (1)(c) above.; and
 - vi. Other reasonable measures.
- c. CHA shall take measures to protect the confidentiality of a victim's tenant file from disclosure to a perpetrator after the perpetrator has been removed from the household.

6. NOTICE TO APPLICANTS AND RESIDENT HOUSEHOLDS

- a. CHA shall provide notice to applicants and, resident households, of their rights and obligations under Section D (Certification and Confidentiality) and Section E (Appropriate Basis for Denial of Admission or Tenancy). Such notice shall include the duty of CHA to consider mitigating circumstances and to request a reasonable accommodation under CHA's Reasonable Accommodation Policy.

7. REPORTING REQUIREMENTS

- a. CHA shall include in its Annual Plan a statement of goals, objectives, policies or programs that will serve the needs of victims. CHA shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to victims, to help victims obtain or maintain housing or to prevent the abuse or to enhance the safety of victims.

8. CONFLICT AND SCOPE

- a. This Policy does not enlarge CHA's duty under any law, regulation or ordinance. If this Policy conflicts with the applicable law, regulation or ordinance shall control. If this Policy conflicts with another CHA policy, this Policy will control.

J. Limited English Proficiency Policy and Language Assistance Plan – Policy Document

Adopted by CHA Board of Commissioners on February 27, 2008

1. INTRODUCTION

The Cambridge Housing Authority (CHA) is committed to ensuring equal access to its programs and services by all residents, regardless of primary language spoken. Title VI and Executive Order 13166 require recipients of federal financial assistance to take reasonable steps to ensure meaningful access to their programs and services by Limited English Proficient (LEP) persons. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be considered LEP persons.

On January 22, 2007, the U.S. Department of Housing and Urban Development (HUD) issued Final Guidance to recipients of HUD funding concerning compliance with the Title VI prohibition against national origin discrimination affecting LEP persons. HUD's Final Guidance defines a four-factor self assessment method which assists agencies receiving HUD funds in determining the extent of their obligations to provide LEP services. Based on the Final Guidance and the Voluntary Compliance Agreement dated September 27, 2007, CHA completed an LEP self assessment.

Using the LEP self assessment as a guide, CHA has prepared this Language Assistance Plan (LAP) which defines the actions to be taken by CHA to ensure Title VI compliance with respect to LEP persons. CHA will periodically review and update this LAP in order to ensure continued responsiveness to community needs and compliance with Title VI.

2. GOALS OF THE LANGUAGE ASSISTANCE PLAN

The goals of CHA’s Language Assistance Plan include:

- a. To ensure meaningful access to CHA’s public housing and Housing Choice Voucher programs by all eligible individuals regardless of primary language spoken.
- b. To ensure that all LEP individuals are made aware that CHA will provide free oral interpretation services to facilitate their contacts with and participation in CHA programs.
- c. To provide written translations of vital documents to LEP individuals in accordance with HUD’s “safe harbor” guidelines”.
- d. To ensure that CHA staff are aware of available language assistance services and how these services need to be used when serving LEP individuals.
- e. To provide for periodic review and updating of language assistance plans and services in accordance with community needs.

3. LEP INDIVIDUALS WHO NEED LANGUAGE ASSISTANCE

Cambridge is a highly diverse community in which numerous LEP households reside. The Cambridge Department of Community Development estimates that 31.2% of all residents over age 5 speak a language other than English at home. According to Census data, there are at least forty-one (41) languages other than English spoken in Cambridge homes. Table 1 highlights the diversity of languages spoken by persons who are most likely to be served by CHA, i.e. low-income persons earning less than 50% of Area Median Income. Note that the most frequently spoken non-English languages by CHA’s target population are Spanish, French/Haitian Creole and Portuguese. When the focus is narrowed to existing CHA public housing residents and Housing Choice Voucher (HCV) participants, the predominant non-English languages are French/Haitian Creole and Spanish.

Table 1 – City of Cambridge, MA: Primary Languages Spoken At Home

Persons in Households with Incomes < \$35,000

| Language or Language Group | Number of Persons 5 and older | Percentage of Persons 5 and older | Translation Requirements |
|----------------------------|----------------------------------|--------------------------------------|------------------------------|
| TOTAL PERSONS | 25,468 | 100.0% | |
| English Only | 16,133 | 63.3% | |
| Spanish | 2,115 | 8.3% | Requires Oral Translation |
| French or Haitian Creole | 1,602 | 6.3% | |
| Portuguese | 1,199 | 4.7% | |

| | | | |
|---|--------------|--------------|-----------------------------------|
| Amharic | 463 | 1.8% | Requires Written Translation Only |
| Chinese | 437 | 1.7% | |
| Arabic | 420 | 1.6% | |
| Korean | 315 | 1.2% | |
| Japanese | 250 | 1.0% | |
| Bengali | 242 | 1.0% | |
| Other Language (31); Not Specified | 2,292 | 8.9% | |
| <i>Total Persons Speaking a Language Other Than English</i> | <i>9,335</i> | <i>36.7%</i> | |

Source: U.S. Census, Decennial Census

f. TYPES OF ASSISTANCE NEEDED BY LEP PERSONS

The majority of contacts between CHA and LEP persons are meetings, written communications and phone calls where information is exchanged. Examples include interactions by applicants with CHA Leasing Officers during the application process leading up to housing in public housing or the leased housing program, as well as periodic contacts between residents and CHA Operations staff related to management, maintenance and lease compliance issues. Oral interpretation services may be needed for these contacts.

Other contacts involve the exchange and review of printed materials, some of which may be considered “vital documents”. HUD’ Final Guidance defines vital documents as, “any document that is critical for ensuring meaningful access to the recipients’ major activities and programs by beneficiaries generally and LEP persons specifically”. The list of documents considered vital by CHA includes the following for public housing and HCV as applicable:

- Language Identification Form
- Initial and final application(s) for housing
- Appointment notices
- Consent forms
- Lease including lease addenda
- Lease compliance notices including notices to quit
- Termination notices
- Grievance and Conference hearing notices and procedures
- Recertification related forms and notices
- Inspection notices and results
- Rent simplification notices and schedules
- Rent change notices
- Transfer policies and procedures
- Section 8 family obligations

CHA will periodically review and update this list to reflect those documents that are considered vital to applicants and/or residents. With respect to these vital documents, CHA will maintain each in all three “threshold” languages.

g. LANGUAGE ASSISTANCE TO BE PROVIDED

In order to promote equal access to CHA programs and services by LEP individuals, CHA will implement the following array of language assistance services. Except where noted, all actions will be implemented by March 31, 2009:

h. Identification of LEP Persons and Notices

Use of “I Speak Cards”: In order to help identify LEP individuals and determine the appropriate language assistance, CHA will post and make available I Speak Cards at its central office waiting room and CHA site based management offices. Applicants, public housing residents and HCV participants can use these cards to indicate their primary language. CHA staff at the point of entry will then make appropriate arrangements for interpretation services, generally using either a bi-lingual staff person or a telephone interpretation service.

Notices of Oral Interpretation Services: CHA will provide free access to either bi-lingual staff or telephone interpretation services for all contacts with LEP individuals. CHA will prominently post multi-lingual notices at its central office and CHA site based management offices and on its website which indicate that free oral interpretation services are available upon request.

Language Preferences of Residents and Applicants: CHA will ask applicants and residents, through the use of its language identification form, to identify their primary language at initial application (for new applicants) and at recertification (for existing residents/participants), and to identify their language preference for receiving written communications. The language identification form will also ask the applicant, resident/participant if translations services are necessary. This information will be included in the paper files and in the electronic record (upon implementation of CHA’s new computer system slated to be installed beginning in late 2008.)

i. Language Assistance Measures

- i. Oral Interpretation – Staff: Where feasible, bi-lingual CHA staff will be deployed to communicate with LEP individuals in their native languages and to assist them in reviewing CHA materials, answering questions about CHA programs, and responding to CHA forms and information requests. Currently, CHA employs staff members who speak Spanish and French/Haitian Creole, and Portuguese which are the non-English languages spoken most frequently by eligible persons served by CHA.
- ii. Oral Interpretation – Telephone Support: CHA will use the services of a professional telephone interpretation service whenever requested by an LEP individual and/or when an LEP person uses an I Speak card to signify that they speak a non-English language and

a qualified staff person that speaks the appropriate language is unavailable. When these contacts involve review of CHA forms and procedures, CHA will schedule the call so that the telephone translator has the opportunity to first review the relevant form or procedure. CHA will only utilize interpretation services, which demonstrate a high degree of training and professionalization among the interpreter staff. CHA currently utilizes a service that provides 24/7 coverage, trained and certified interpreters, and coverage for 170 languages. CHA staff will be trained in how to access this service, which will be available as needed for LEP applicants, public housing residents or HCV participants.

- iii. Oral Interpretation – In Person Assistance: In limited instances where telephone interpretation services or the use of bi-lingual CHA staff are determined insufficient to ensure meaningful access, CHA will provide qualified in-person interpretation services at no cost to the LEP individual either through local Cambridge community organizations or through contracts with qualified and trained interpretations services. Situations where in-person assistance is likely to be required include termination hearings and evictions. Due to the considerable expense involved in providing in-person assistance, CHA will generally strive to use telephone assistance. If the LEP person does not wish to use CHA free interpretation services, the LEP person may provide their own qualified interpreters at their own expense; however, see below regarding use of family and friends as interpreters.
- iv. Oral Interpretation – Use of Other Interpreters not provided by CHA: As noted above, LEP individuals will be informed that CHA will provide them with free access to oral interpretation services via bilingual CHA staff or qualified, trained contractors as needed. If the LEP individual requests their own qualified, trained interpreter, this will be allowed at the individual's own expense. Use of family members and friends, especially minor children, as interpreters will generally be discouraged. Exceptions may be made where the contact with the LEP person is of a routine nature, one that does not involve confidential matters, or significant/complex matters impacting the applicant or resident's housing status, rent payments, or lease compliance issues and the LEP person signs a release that indicates alternative services were offered and waived. Staff will be advised to be alert to the potential for any conflict of interest or competency issues that may arise from the involvement of family or friends. If staff members have questions about the appropriateness of allowing family and friends as interpreters, they will consult with CHA's LEP Coordinator for guidance.
- v. Written Translation: CHA will translate the vital documents listed above into the most frequently used non-English languages: Spanish, French/Haitian Creole, and Portuguese. This process will begin in February 2008 and is scheduled for completion by March 31, 2009.

- vi. Communication with LEP Telephone Callers: CHA will continue to provide English, Spanish, French/Haitian Creole options for its automated waiting list status line. For callers to CHA's office, recognizable languages including Spanish and French/Haitian Creole will be transferred to bi-lingual CHA staff when available. If needed, CHA will attempt to place a three-party call to the oral interpretation telephone service to determine if the service is able to identify the language spoken and provide an interpreter.
- j. Staff Training and Coordination
CHA will provide training on LEP awareness and required assistance actions under the Language Assistance Plan for employees. This will include:
 - i. Mandatory training: A mandatory training will be scheduled for all employees to review the Language Assistance Plan elements, review new procedures related to the LAP, and to inform staff of their responsibilities relative to LEP persons. On an ongoing basis, periodic refresher training will be provided to staff that regularly interact with CHA clients.
 - ii. LEP Coordinator: CHA will designate a staff member as LEP Coordinator, responsible for ongoing updating of the LEP analysis, addressing staff and public questions and issues related to LEP matters, and providing ongoing LEP training.
- k. Providing Notice to LEP Persons
To ensure that LEP persons are aware of the language services available to them, CHA will take the following actions:
 - i. Post LEP notices in CHA's offices and on website: As described in paragraph (i) above.
 - ii. Partner with community agencies: CHA will contact local community agencies who work with LEP persons to: a) inform them of CHA's policies regarding language services to LEP persons; and, b) solicit their assistance and cooperation in communicating CHA's policies and providing assistance to LEP persons.
 - iii. Incorporate multi-lingual messages into CHA outreach documents: CHA will utilize standard messages in Spanish, French/Haitian Creole and Portuguese on outreach materials and notices.
 - iv. Inform resident associations of language assistance services.
- l. Monitoring and updating the Language Assistance Plan
Every two years, as part of CHA annual plan process, the LAP will be reviewed and updated, if needed. The review will assess:

- i. Whether there have been any significant changes in the composition or language needs of the LEP population in Cambridge;
- ii. a review to determine if additional vital documents require translation;
- iii. a review of any issues or problems related to serving LEP persons which may have emerged during the past year; and,
- iv. identification of any recommended actions to provide more responsive and effective language services.

Since it will be part of the agency's overall annual plan process, the annual LAP review and update process will facilitate public review and comment. CHA will also continue to utilize its annual resident survey to query residents about their LEP needs.

Adopted by CHA Board of Commissioners on February 27, 2008.

Appendix 1 EXAMPLES

The following examples pertain to the named sections to serve as an illustration of the processes described.

A. Chapter 8 Total Tenant Payment, CHA Subsidy and Family Share:

EXAMPLE: Mark Smith, his wife and two daughters (two and four years old) recently received a two-bedroom voucher with an applicable payment standard of \$1,650. Mark works and earns \$450 per week and his wife is unemployed with no income. The Smiths have located a two-bedroom apartment in Cambridge where the requested contract rent is \$1,500 and the owner pays for heat and hot water.

1. The Smiths' gross annual income is calculated as $\$450/\text{week} \times 52 \text{ weeks} = \$23,400$.
2. The Smiths are eligible to receive a deduction of $\$480 \times 2 = \960 and they have no unreimbursed child care expenses.

3. The Smiths' adjusted annual and monthly income is calculated as follows:

| | |
|--------------------------------------|-----------------|
| <i>Gross Annual Income</i> | <i>\$23,400</i> |
| <i>Minus Deductions</i> | <i>\$ 960</i> |
| <i>Equals Adjusted Annual Income</i> | <i>\$22,440</i> |

Divided by 12 Months Equals \$ 1,870 in Adjusted Monthly Income

4. The Smith's Total Tenant Payment (TTP) is the **higher** of the following:
 - a. $\$1,870 \times 30\% = \underline{\$561}$ (30% of Adjusted Monthly Income); or
 - b. $\$23,400/12 = \$1,950 \times 10\% = \underline{\$195}$ (10% Of Gross Monthly Income); or
 - c. \$50 Minimum
5. The Housing Assistance Payment (HAP) available to the Smith's is the **lesser** of:

| | | | |
|-----------------------------------|----------------|--|--------------------|
| <i>Payment Standard</i> | <i>\$1,650</i> | <i>Gross Rent (Contract Rent of \$1,500 + Utility Allowance of \$70)</i> | <i>\$1570</i> |
| <i>Minus Total Tenant Payment</i> | <i>\$ 561</i> | <i>Total Tenant Payment</i> | <i>\$561</i> |
| <i>Equals HAP</i> | <i>\$1,089</i> | <i>OR</i> | <i>HAP \$1,009</i> |

6. The Tenant Rent to Owner is calculated as follows:

| | |
|---------------------------|----------------|
| <i>Contract Rent</i> | <i>\$1,500</i> |
| <i>Minus HAP</i> | <i>\$1,009</i> |
| <i>Equals Tenant Rent</i> | <i>\$ 491</i> |

The Smiths' landlord will receive total monthly rent of \$1,500. Mark and his family will pay \$491 and CHA will pay \$1,009. The Smiths are paying 30% of their adjusted income to cover rent and utilities ($\$490 + \$70 = \$561/\$1870 = 30\%$).

B. Chapter 8 Total Tenant Payment, CHA Subsidy and Family Share (continued)

EXAMPLE: Samantha Miller, her five year-old son, and her two year-old daughter have a three-bedroom voucher with an applicable payment standard of \$2,000. Samantha is an individual with disabilities and receives SSDI and earns \$600 per month. Samantha has located a three-bedroom apartment in Cambridge where the requested contract rent is \$1,900 with no utilities included.

1. Samantha's gross annual income is calculated as \$600 per month x 12 months = \$7,200.
2. As a disabled head of household, Samantha is eligible to receive a \$400 deduction plus a deduction of \$480 x 2 = \$960 for the two children. She has no unreimbursed childcare or medical expenses.
3. Samantha's adjusted annual and monthly income is calculated as follows:

| | |
|--------------------------------------|--------------------------------|
| <i>Gross Annual Income</i> | \$7,200 |
| <i>Minus Deductions</i> | <u>\$1,360</u> |
| <i>Equals Adjusted Annual Income</i> | \$5,840 |
| <i>Divided by 12 months</i> | \$ 487 Adjusted Monthly Income |
4. Samantha's Total Tenant Payment (TTP) is the **higher** of the following:
 - a. $\$487 \times 30\% = \underline{\$146}$ (30% of Adjusted Monthly Income); or
 - b. $\$7,200/12 = \$600 \times 10\% = \underline{\$60}$ (10% Of Gross Monthly Income); or
 - c. \$50 Minimum
5. The Housing Assistance Payment (HAP) available to Samantha is the **lesser** of:

| | | | |
|-----------------------------------|----------------|---|-------------|
| <i>Payment Standard</i> | \$2,000 | (Contract Rent of \$1900 + Utility Allowance of \$180) | |
| | | Gross Rent | \$ 2080 |
| <i>Minus Total Tenant Payment</i> | <u>\$ 146</u> | Total Tenant Payment | \$ 146 |
| Equals HAP | <u>\$1,854</u> | OR | HAP \$1,934 |

6. The Tenant Rent to Owner is calculated as follows:

| | |
|---|----------------|
| <i>Contract Rent</i> | \$1,900 |
| <i>Minus HAP</i> | <u>\$1,854</u> |
| <i>Equals Tenant Rent</i> | \$ 46 |
| (This will default to \$50 as the "hard minimum" and will decrease the HAP) | |

The Millers' landlord would receive total monthly rent of \$1,900. Samantha will pay \$50 and CHA will pay \$1,850. Because Samantha would be paying 47% of her adjusted income in rent + utilities, ($\$50 + \$180 = \$230 \rightarrow \$230 / \$487 = 47\%$), CHA will not allow the lease up to proceed.

C. Chapter 8 Total Tenant Payment, CHA Subsidy and Family Share (continued)

EXAMPLE: In the previous example, Samantha was unable to move into the apartment she found because CHA determined that it was too expensive. Samantha locates another three-bedroom apartment in Cambridge where the requested contract rent is \$1,600 with heat and hot water included.

- A. Samantha's gross annual income is calculated as \$600/month X 12 weeks = \$7,200.
- B. As a disabled head of household, Samantha is eligible to receive a \$400 deduction plus a deduction of \$480 X 2 = \$960 for the two children. She has no unreimbursed childcare or medical expenses.

- C. Samantha's adjusted annual and monthly income is calculated as follows:

| | |
|-------------------------------|----------------------------------|
| Gross Annual Income | \$7,200 |
| Minus Deductions | <u>\$1,360</u> |
| Equals Adjusted Annual Income | \$5,840 |
| Divided by 12 Months Equals | \$ 487 (Adjusted Monthly Income) |

- D. Samantha's Total Tenant Payment (TTP) is the **higher** of the following:

Chapter 1 \$487 X 30% = **\$146** (30% of Adjusted Monthly Income); or
Chapter 2 \$7,200/12 = \$600 X 10% = \$60 (10% Of Gross Monthly Income); or
Chapter 3 \$50 Minimum

- E. The Housing Assistance Payment (HAP) available to Samantha is the **lesser** of:

| | | | |
|-----------------------------------|---------------|--|--------------------|
| <i>Payment Standard</i> | \$2,000 | Gross Rent (Contract Rent of (\$1,600 + Utility Allowance of \$80) \$ | 1680 |
| <i>Minus Total Tenant Payment</i> | <u>\$ 146</u> | Total Tenant Payment | \$ 146 |
| <i>Equals HAP</i> | \$1,854 | <u>OR</u> | HAP \$1,534 |

6. The Tenant Rent to Owner is calculated as follows:

| | |
|---------------------------|----------------|
| <i>Contract Rent</i> | \$1,600 |
| <i>Minus HAP</i> | <u>\$1,534</u> |
| <i>Equals Tenant Rent</i> | \$ 66 |

The Millers' landlord will receive total monthly rent of \$1,600. Samantha will pay \$66 and CHA will pay \$1,534. Samantha is paying 30% of her adjusted income in rent and utilities (\$66 + \$80 = \$146 → \$146 / \$487 = 30%).