

# Moving to Work

## Admissions and Continued Occupancy Policy for Federal Public Housing

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](http://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: [www.cambridge-housing.org](http://www.cambridge-housing.org)

A versão em Português deste importante documento está a sua disposição no seu Escritório de Gerenciamento, no Escritório Central de Gerenciamento do CHA no 675 Massachusetts Ave., e no internet no: [www.cambridge-housing.org](http://www.cambridge-housing.org)



## Cambridge Housing Authority



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## **ABOUT THIS POLICY**

This Admissions and Continued Occupancy Policy (ACOP) established by resolution of the Board of Commissioners of the Cambridge Housing Authority (CHA), sets forth policies for admission to and occupancy in the Federal Public Housing property that the CHA owns.

The ACOP is to be used with a series of Procedures. Operational details, forms, checklists, methods and systems are contained in procedures, rather than in this policy. CHA will revise and issue new procedures whenever necessary to accommodate the betterment of the Public Housing program.

The layout of the ACOP is designed to be easy to read. With a few exceptions, most of the terms used in the ACOP are described in the Definitions chapter, Chapter Two. Some policies, like Reasonable Accommodations or the Violence Against Women Act policy, have a lot of unique terms. In those cases additional, policy-specific definitions are provided in that policy's section of the ACOP.

Chapters Three through Nine follow the journey a household takes from first applying for an apartment, through eligibility screening; selecting an apartment; income and rent determination; moving in, all the way through to the policies affecting continued occupancy requirements and policies regarding transferring from one CHA apartment to another.

The remaining Chapters contain CHA's policies regarding Reasonable Accommodations, the Violence Against Women Act, Community Service requirements, and Pet Policy.

CHA is also committed to helping applicants, residents and other members of our community with limited English proficiency fully understand their rights and obligations with respect to Public Housing and CHA's practices in general. CHA has a policy in Chapter 11, the Limited English Proficiency (LEP) policy, which clearly spells out CHA's obligations to applicants and residents who may not sufficiently comprehend written or spoken English.

To help those with limited English proficiency, this ACOP is available in English, Haitian Creole, Portuguese and Spanish. Translated versions of this ACOP are available on CHA's website ([www.cambridge-housing.org](http://www.cambridge-housing.org)), at each property's Management Office and at CHA's Central Office at:

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# Chapter 1 General Provisions

## A. Mission Statement

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

## B. Purpose of this Admissions and Continued Occupancy Policy

The purpose of this ACOP is to provide current and prospective resident households and the greater Cambridge community with a comprehensive guide to the policies governing CHA's federally subsidized public housing program. The ACOP is designed to serve as both a reference document and a guidebook for individuals looking for specific information about CHA's federal public housing operations. 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 and its implementation in the federal public housing program.

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

## C. Application of this Admissions and Continued Occupancy Policy

This ACOP applies to the following federal family and elderly/disabled\* public housing sites:

Family Sites	Elderly (Designated)/Disabled Sites
- Washington Elms	- Harry S. Truman Apartments
- Putnam Gardens	- Daniel F. Burns Apartments
- River Howard Homes	- Robert C. Weaver Apartments
- 6-8 Fairmont Street	- Millers River Apartments
- Newtowne Court	- Lyndon B. Johnson Apartments
- 19 Valentine Street	- John F. Kennedy Apartments**
- Jackson Street	- Frank J. Manning Apartments
- Jefferson Park Extension	- Leonard J. Russell
- Hingham Street	- 116 Norfolk Street
- Inman Street	- 45 Linnaean Street
- Willow Street Homes	- St. Paul's Residence
- Woodrow Wilson Apartments	
- 125-127 Whittemore Avenue	
- 8-10 Columbus Avenue	
- 1713 – 1715 Garfield Street	
- 226 Norfolk Street	
- Roosevelt Towers (Low-Rise)***	
- Corcoran Park	
Condominiums:	
- 4 Centre Street	
- 175 Richdale Avenue, Apt 119	
- 15-C Roberts Road	
- 13 Seagrave Road	
- 245 Washington Street	

\* Senior buildings are designated.

\*\* Chapters 5 & 6 of this ACOP do not apply to applicants or residents of the public housing units in JFK. JFK has its own rules for these policy areas.

\*\*\* Chapters 3, 5 & 6 of this ACOP do not apply to applicants or residents of the public housing units in Roosevelt Towers Mid-Rise, which has its own rules for these policy areas.

## **D. Fair Housing and Non Discrimination**

1. Civil rights laws guarantee the rights of applicants and resident households to equal treatment by the Housing Authority in operating its programs. 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 of the rehabilitation Act of 1973 and the Fair Housing Amendments Act 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 because of race, color, age, national origin, religion, sex, military status, sexual orientation, marital status, familial status, disability, or source of income in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a site under the CHA's jurisdiction covered by the Agency's Moving to Work Agreement with the U.S. Department of Housing and Urban Development.
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 to do personal or political favors.

5. CHA offers apartments 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 so 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.

# Chapter 2 Definitions

**Accessible Apartment:** means that the apartment itself and the route to the apartment 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.

**AMP:** stands for Asset Management Project. An AMP is a set of sites grouped together by the CHA for budgeting and managing purposes.

**Apartment:** means a single dwelling apartment.

**Applicant or Applicant Household:** a household that has applied for, or is currently on the waitlist for federally assisted public housing owned and/or operated by the CHA.

**Assets:** means 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 is treated the same as a head of the household for purposes of determining income, eligibility, and rent.

**Designated Housing:** a property or portion of a property designated only for occupancy only 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" 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. Disability does not include current use or current addiction to illegal drugs.
2. The definition of a person with disabilities for the 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:
    - 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
    - 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:
    - Is expected to be of long-continued and indefinite duration;
    - Substantially impedes his or her ability to live independently; and

- 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)):
  - The term "developmental disability" means a severe, chronic disability of an individual 5 years of age or older that—
    - is attributable to a mental or physical impairment or combination of mental and physical impairments;
    - is manifested before the individual attains age 22;
    - is likely to continue indefinitely;
    - results in substantial functional limitations in three or more of the following areas of major life activity—
      - self-care;
      - receptive and expressive language ;
      - learning;
      - mobility ;
      - self-direction;
      - capacity for independent living; and
      - economic self-sufficiency; and
    - 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 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, 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:** means an individual who is at least sixty (60) years of age (See also definition for near elderly).

**Emancipated Minor:** is a person under eighteen (18) years of age who does not live or intend to live with his or her parents.

**Enterprise Income Verification System (EIV):** 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.

**Full-Time Student:** means 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.

**Head of Household:** the adult member of the household who is the head of the household for purposes of determining income eligibility and rent.

**Household:** can be any one of the following:

1. Two or more persons who live or will live regularly in an apartment as their primary residence:
  - a. All of whose income and resources are available to meet the household's needs; and
  - b. who are either 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.

5. A household does not include:
  - a. Borders, lodgers or transient paying guests; or
  - b. unrelated adults who have not lived as household members on a regular basis.

**Household in Good Standing:** is a household that within the past twenty four (24) months:

1. is current on rent without having a history of nonpayment or late payment; and if applicable, is current on a repayment agreement;
2. is current on gas, electric and/or water (if paid by the household) payments to utility suppliers or is current with any repayment agreement with utility suppliers:
  - a. Head of household must be named on utility bills and/or payback agreements with utility providers.
3. is in compliance with the terms of the lease and any house rules or property policies. The household file demonstrates no repeated or serious violations of the material terms of the lease, house rules or property policies;
4. meets reasonable housekeeping standards as documented by housekeeping inspection reports; and
5. has not destroyed, defaced, damaged or removed any part of an apartment or the property as documented by housekeeping inspection reports or work orders or other reliable documentation of damage or abuse.
6. The twenty four (24) month time limit does not apply to households with pending legal actions or appeals.

**Income:** as described in Chapter Five of this ACOP, there are two types of income calculated by CHA. They are:

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 Five and Appendix One of this ACOP.

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.
3. How CHA determines household income using its MTW flexibility is fully described in Chapter Five of this ACOP.

**LEP Policy:**

the CHA has a policy (described in Chapter Eleven of this ACOP) to ensure meaningful access to CHA's public housing and Housing Choice Voucher programs by all eligible individuals regardless of primary language spoken.

**Live-in Aide:**

means a person who resides with one or more elderly persons, or near elderly persons, or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the persons;
2. is not obligated for the support of the persons; and
3. would not be living in the apartment except to provide the necessary supportive services.

A Live-in Aide can be assigned a bedroom but is not added to the lease. See Chapter 3 of this ACOP for details on the Live-in Aide policy.

**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** means an individual who is between fifty eight (58) and fifty nine (59) years of age.

**Net Assets:** means the cash value, after deducting reasonable costs that would be incurred in disposing of:

1. real property (land, houses, mobile homes);
2. savings (CDs, IRA or KEOUGH accounts, 401K accounts) checking and savings accounts, and precious metals;
3. cash value of whole life insurance policies;
4. stocks and bonds (mutual funds, corporate bonds, savings bonds); and
5. other forms of capital investments (business equipment).

**Preference:** refers to the priority CHA gives to some applications for housing over others, as described in Chapter 4, Section B. of this ACOP.

**Reasonable Accommodation:** is defined in Chapter 11 of this ACOP.

**Tenant Rent:** the amount payable monthly by the household as rent to the CHA.

**Total Tenant Payment:** the amount paid by a household to the CHA as rent plus the estimated amount the household pays for utilities not supplied the CHA, as defined in the lease.

**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.

**VAWA Policy:** 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 11 of this ACOP.

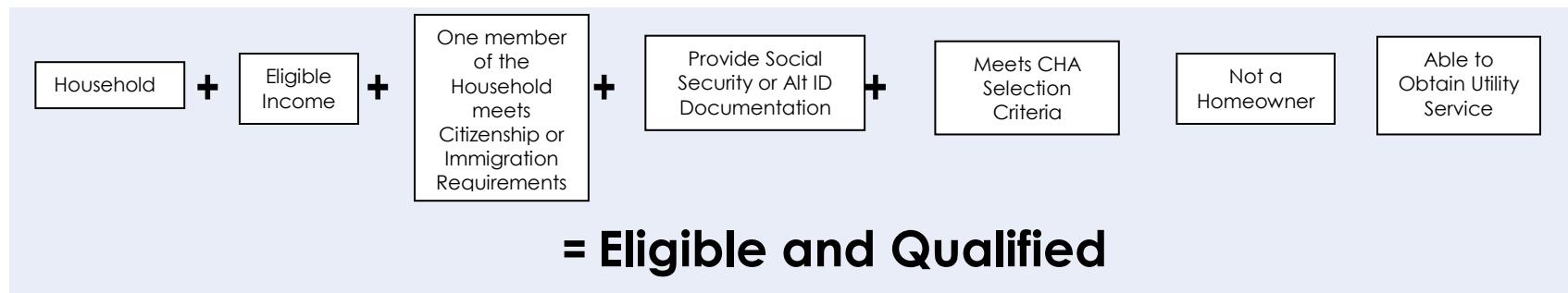
# Chapter 3 Tenant Selection and Assignment Plan

## A. Qualifying for Admission to Federal Public Housing

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

1. Is a household;
2. does not have net assets at the time of admission in excess of \$100,000;
  - elderly and disabled households are not bound by this requirement.
3. At least one household member must be a U.S. citizen or have eligible immigration status as required by HUD;
4. must provide documentation of Social Security numbers for all household members, or HUD issued Alternative Identification Numbers for household members who do not have Social Security numbers; and
5. meet the CHA's screening criteria, including completing a CHA-approved pre-occupancy orientation session as required.
6. Applicants who own real property in which he/she can legally reside are not qualified unless:
  - a. A household member or members are unable to reside in the property because of domestic violence; or
  - 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 were they to return to the country where the property is owned.
- 7. Unless current on a payback agreement, qualified applicants cannot owe any money to the CHA, other Public Housing Authority or owner of state or federally assisted housing.
- 8. Applicants must be able to obtain utility service applicable to the particular site, and if requested, provide evidence of service. Service must be in the name of the head of household, co-head, or spouse of the head of household.
- 9. Applicant has income that does not exceed HUD's established income limits or CHA's asset limits for program eligibility.



## B. Screening Applicants for Admission

- 1. All applicants are screened in accordance with this ACOP.
- 2. CHA typically relies on third party verifications to determine an applicant's ability to comply with the terms of a CHA lease.

3. The lease is the basis for screening of applicants under this policy. To confirm an applicant's eligibility and in accordance with CHA's tenant selection procedures, CHA reviews the past three (3) to five (5) years of housing history. Eligibility hinges on an applicant's ability to show that she/he can comply with the terms of a CHA lease as follows:
  - a. To pay rent and other charges, such as utility bills, in a consistently timely manner;
  - b. to care for and avoid damaging the apartment and common areas;
  - c. to use facilities and equipment in a reasonable way;
  - d. to create no health, or safety hazards, and to report maintenance needs in a timely manner;
  - e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
  - f. not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other households or staff;
  - g. not to engage in drug-related criminal activity on or off the premises; and
  - h. to comply with necessary and reasonable rules and program requirements.
4. Applicants whose housing situations make it difficult for the CHA to determine whether or not the applicants are able and willing to comply with lease terms have to demonstrate the ability and willingness to comply with lease terms with or without a reasonable accommodation. CHA considers alternative means of demonstrating the ability and willingness to comply with the lease terms such as:
  - a. Proven ability to make regular, recurring payments;
  - b. proven ability to comply with rules similar to lease requirements; or
  - c. other reasonable evidence of the ability and willingness to comply with a lease.

5. Applicants must be able to demonstrate the ability and willingness to comply with the terms of CHA's lease, either alone or with assistance, at the time of admission. Availability of assistance in complying with the lease is subject to verification by CHA.
6. If an applicant or a member of his/her household owes money to the CHA, other Public Housing Authority or owner of state or federally assisted housing, the applicant is rejected, unless he/she is current on a payback agreement.
7. The CHA will reject an applicant if any household member has been evicted from any state or federally assisted housing for drug related criminal activity in the past five years. However, the CHA may admit the applicant if the CHA determines that:
  - a. The applicant can provide documentation that the household member that was evicted has successfully completed a supervised drug rehabilitation program ; or
  - b. the household member that was evicted has died, is imprisoned or is in some other way permanently incapacitated and physically unable to enter CHA property; or
  - c. the applicant's household will not include the household member that was evicted and agrees not to allow that member on the property.
8. The CHA will reject applicants if the CHA determines that:
  - a. Any household member was convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or

b. any household member is subject to a lifetime registration requirement under a State sex offender registration program.

9. The CHA may reject an applicant if the CHA determines that:

- a. A household is currently engaging in illegal use of a drug; or
- b. the CHA has 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; or
- 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; or
- 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 that has a criminal history of violence against persons or properties, or serious drug related offense; including but not limited to:
  - 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 that has a criminal history in the past five (5) years that involves crimes against persons or property including but not limited to:
  - Vandalism or destruction of property, possession of illegal drugs, threats or harassment, assault or fighting, burglary or breaking and entering, robbery.

10. An applicant that has intentionally misrepresented information related to eligibility, preference for admission, housing history, allowances, household composition or rent will be rejected.

- CHA will move to evict any households admitted based on misinformation.

11. Screening Applicant Claiming Mitigating Circumstances:

- a. If negative information is received about an applicant, the 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.
- b. The CHA will consider applicants with negative behavior in their recent past if he/she can document, to the CHA's satisfaction, that he/she has been rehabilitated.

12. 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 meeting or Conference Panel.

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

- a. Qualified applicants are notified in writing by CHA that his/her file has been certified (approved) and are either offered a unit or are provided an estimated waiting time for an offer at the site the applicant chose.
- b. A Notice of Denial is sent by certified mail to unqualified applicants. The notice states a brief reason for the denial and offers the applicant the opportunity to appeal.
  - If CHA's denial is based on an applicant's criminal history, a copy of the criminal history report and the part of the criminal record that makes the applicant unqualified will be included with the notice of denial.

- c. If applicants dispute the reason for denial they have the right to have the decision reviewed.
  - Applicants receiving Notices of Denial can request to have the denial reconsidered by the Director of Operations or a designee.
  - Denials reconsidered and upheld by the Director of Operations or a designee can be appealed to CHA's Conference Panel.
  - Requests for Conference Panels can be obtained through CHA's Legal Department

## C. Making Apartment Offers

1. For apartments with **accessible features** offers are made in the following order:
  - a. Approved transfer household that needs the apartment features and resides in the property;
  - b. approved transfer household that needs the apartment features and resides at any other CHA site;
  - c. a household from the waiting lists that needs the apartment features;
  - d. any transfer list household, including households that do not need the apartment features;
  - e. any waiting list household, including households that do not need the apartment features.
2. Apartments in **family sites** are offered to New Admissions in the following order:
  - a. Approved Emergency Admissions;
  - b. households from the waiting list, sorted by preference and then by date and time of application.

3. Apartments in **elderly sites** are offered to New Admissions from the waiting list in the following order:
  - a. Approved Emergency Admissions;
  - b. elderly applicants with a preference, sorted by time and date of application;
  - c. near elderly applicants with a preference, sorted by time and date of application;
  - d. elderly applicants without a preference, sorted by time and date of application;
  - e. near elderly applicants without a preference, sorted by time and date of application;
  - f. other applicants with a preference, sorted by time and date of application; and
  - g. other applicants without a preference, sorted by time and date of application.
4. CHA's Designated Housing Plan requires that 13.5% of residents in elderly sites be non-elderly disabled households.
  - a. Apartments are offered to non-elderly disabled New Applicants before any other New Applicants when the number of non-elderly households drops below 13.5% at any site.
  - b. CHA will continue offering apartments to non-elderly disabled New Applicants until the site reaches the 13.5% requirement.
5. Each fiscal year, seventy five percent (75%) of each **family site's** vacant units are offered to **new admissions** and twenty five percent (25%) are offered to qualified under-housed resident households on CHA's **transfer waiting lists**. Over-housed, Emergency, Life Threatening Conditions, Reasonable Accommodations, Relocations for Modernization and Designated Housing transfers do not count against a site or AMP's 25% annual transfer cap.
  - a. CHA estimates each year's vacancies based on the prior twelve (12) month's data for each site.
  - b. The number of annual transfers for each site is announced in CHA's MTW Annual Plan.

- c. Every site, regardless of size or past transfer activity is allowed to make at least one transfer each fiscal year.
- d. CHA does not use a ratio to determine offers in **elderly sites**.
- e. When filling a vacant unit by transfer, CHA selects households by alternating between the site-based and central transfer waitlists. See Chapter 9 of this ACOP for details on CHA's transfer policy.

6. From time to time CHA may determine that there needs to be a preference for selecting households from the waiting list with incomes from 40% to 80% of Area Median Income (AMI). However, CHA will use the Annual Plan process or an amendment to the ACOP to activate this preference in any CHA fiscal year (April 1 to March 31). **In either case a 30-day public notice is required.** This preference will operate in a ratio to other new admissions from the waiting list. There will also be a cap on the total number of such families to be housed in any given fiscal year. The cap will be based on the percentage of 40% to 80% families on the waiting list as described in the Annual Plan.

7. When making an offer to the waiting list, the CHA will match the apartment available to the highest placed certified applicant for an apartment of that size, type and special features (if applicable). Remember, the applicant's placement on the waiting list is determined by preference and date/time of application. The only time that applicants are taken out of order is when an applicant qualifies for emergency status or the CHA is using its option to target applicants that are between forty percent (40%) to eighty percent (80%) of area median income (AMI); or the apartment being offered has accessible features and the next applicant household that needs the features is further down on the waiting list.

8. The applicant must accept any apartment offered within three (3) business days of the date the offer is communicated (by phone or from the delivery day if by mail, or the method of communication designated by an applicant household with disabilities). If the apartment being offered is not ready please see Section D on "Showing Apartments and Leasing Requirements."

- a. If the applicant fails to respond to the offer of an apartment within the three (3) business day time period, he/she will be removed from the waiting list.
- b. After sixty (60) days, applicants withdrawn from the waiting list during screening for failure to respond have the opportunity to show good cause for not responding, but have no rights to appeal if CHA does not see good cause for reopening the application.
- c. If the applicant declines the offer of an apartment without good cause, his/her application will be removed from the waiting list and will be unable to reapply for one year.
- d. If the CHA moves to remove the applicant from the waiting list for rejection of an apartment or failure to respond to an offer without good cause, the CHA will forward a letter by first class mail, informing the applicant of the action and offering the applicant an opportunity to appeal the removal to a Conference Panel.
- e. CHA does not remove an applicant from the waitlist if reasonable circumstances prevented the applicant from responding to an offer.
- f. CHA allows extensions to the three-day time period when there are reasonable circumstances.

9. "Good cause" refusals of apartment offers do not result in removal from the waiting list. The applicant must be able to document one of the situations below in order to show "good cause":

- a. The applicant is willing to move but it 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;
- b. the applicant demonstrates that acceptance of the offer would place a household member's life, health or safety in jeopardy; or

- c. the apartment is inappropriate for the applicant's disabilities, or the household does not need the accessible features of the apartment offered and does not want to be subject to the thirty (30) day notice to move contained in CHA's lease.

10. If a unit becomes available in a development whose waiting list contains no applicants, CHA will offer the unit to the top ten (10) applicants on every other site-based waiting list, for the appropriate bedroom size and development type.

- a. Affirmative responses to offers will be sorted by application date and time.
- b. If an offer is made and accepted by an applicant, the applicant is removed from all other waiting lists.
- c. All other applicants' status on the waiting lists remains unchanged.
- d. Applicants may refuse the offer with or without good cause.

11. When it becomes necessary to offer an accessible apartment to a non-disabled applicant/current household, the CHA will require the household to agree, in writing, to move to an available non-accessible apartment within 30 (thirty) days from when the accessible features of the apartment are needed by a current household or an applicant from the waiting list. This requirement is also reflected in the lease or addendum to the lease signed with the applicant household.

## **D. Showing Apartments and Leasing Requirements**

1. Applicants have an opportunity to see the apartment being offered before they accept the offer and lease the apartment.

2. If, the CHA offers apartments that are not “ready,” meaning that the CHA is still preparing the apartment for a new occupant, the property manager will verbally describe the remaining work to be completed and will provide this information in writing.
  - a. Applicants that are offered and then shown an apartment that is not “ready” are not exempted from the three-day time limit noted above.
    - An applicant refusing with good cause will be offered another apartment in the same site when one becomes available.
  - b. The applicant will pay the pro-rated rent and security deposit at the time of lease-up. If the lease-up date is within ten (10) days of the end of the month, the applicant must pay the pro-rated rent plus the rent for the following month. Only money orders will be accepted as payment.
  - c. If an applicant does not have the full amount due at the time of lease-up CHA will accept fifty percent (50%) of the total amount due (including security deposit) to hold the apartment for the applicant.
    - CHA will temporarily hold the apartment for five (5) business days.
    - The applicant forfeits the payment and is removed from the waitlist if the remaining amount due is not paid in full within five (5) business days of the original lease-up date.
    - The pro-rated rent due is based on the original lease-up date, not the day the remaining payment is made.
  - d. Applicants that cannot view the apartment because of the action or inaction of a CHA employee will be provided additional time to accept an offer.
  - e. CHA will not move a household into an apartment that does not meet basic habitability standards, including applicable HUD or CHA occupancy standards and the State Sanitary Code.

3. The head, spouse, and other co-head of the household and an authorized representative of the CHA must sign the lease prior to move in.
4. Prior to move in, the household will be required to pay a security deposit as provided by Massachusetts General Laws. The security deposit will be \$200 or an amount equal to the first month's rent, whichever is less.
5. If a household transfers from one CHA apartment to another, the Operations Department will execute a new lease for the new apartment unless the circumstances described in Chapter 9, D., 3. pertain.
6. At the time of leasing, the new household will receive a copy of the CHA Lease and the following attachments:
  - a. Resident Orientation Packet and Handbook;
  - b. Pet Policy (if applicable);
  - c. any additional amendments or riders;
  - d. LEP statement;
  - e. lead paint notification;
  - f. "How to Pay Your Rent" handout;
  - g. "How to Apply for a Hardship Rent";
  - h. Community Service Notice;
  - i. Statement on Reasonable Accommodation and Accessibility; and
  - j. VAWA statement.

### Things needed for leasing an apartment

- ✓ Pay first month's rent by money order
- ✓ Pay a \$200 security deposit or one month's rent, whichever is less.
- ✓ Sign the lease

## E. Occupancy Guidelines

1. Only families of the appropriate size will be allowed to occupy apartments. This policy maintains the quality of the apartments, while preserving them from excessive wear and tear or underutilization. Exceptions to apartment size may be made in the case of a reasonable accommodation for a person with disabilities.

### Minimum and Maximum-Number-of-Persons-Per Apartment Standard

<u>Number of Bedrooms</u>	<u>Min Persons/Apartment</u> (Largest Apartment Size)	<u>Max Persons/Apartment</u> (Smallest Apartment Size)
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10
6BR	6	12

2. The following principles govern the size of the apartment for which an applicant will qualify:
  - a. Generally two people are expected to share a bedroom.
  - b. Children of the same sex, eighteen years of age and below, whose birth dates are more than ten years apart, will not be required to share a bedroom.
  - c. Children of opposite sexes will not be required to share a bedroom.
  - d. Adults (eighteen and over) who are spouses are required to share a bedroom.
  - e. Adults (eighteen and over) who are co-heads are not required to share a bedroom, but may do so at their request.
  - f. 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;
  - g. 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.
  - h. An unborn child will not be counted as a household member in determining apartment size.
  - i. Apartment size will be determined by the household members present (including custody arrangements) at the time of application with exception made for household members temporarily away for school or military service.
  - j. In cases of joint legal or physical custody, the household will be awarded a bedroom only if, over the past twelve months, the child has spent more than 50% of their time living with the household, or other reasonable evidence of a change in custody.
  - k. A live-in aide may be assigned a bedroom but will not be added to the lease. Single elderly or disabled households with live-in aides will be assigned a one or two bedroom apartment.
    - CHA does not permit a live-in aide's household members to reside in the 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. One-bedroom apartments in designated elderly properties will be leased first to elderly couples or single persons with live-in aides, second to single person households.
- n. Occupancy standards are subject to the State Sanitary Code.
- o. Living rooms may be used as a bedroom at a household's discretion, subject to the State Sanitary Code.

## **F. Family Reunification**

CHA may approve additional bedroom(s) for applicant or resident families requesting additional bedrooms for purposes of reunification of household members. CHA must obtain verification from the appropriate agency that this is a household for whom the lack of adequate housing is a primary factor in the imminent placement of the household's child or children in out-of-home care, or in the delay of the return of a child or children to the household from out-of-home care.

# Chapter 4 Applying for Federal Public Housing, Waiting Lists and Preferences

## A. Organization of the Waiting Lists

1. Site-based Waiting Lists: The CHA has twenty five (25) federally subsidized properties<sup>1</sup> located throughout the City of Cambridge that are designated as either Elderly/Disabled or Family. A separate waiting list is maintained for each property by bedroom size. Applicants are free to choose the sites where they might want to live.
  - a. Applicants can submit an initial application with up to three (3) waiting list choices.
  - b. Prior to making their selection, applicants will be informed of the length of each list, the average number of vacancies filled each year for each property and the estimated waiting period that the applicant can expect.
  - c. Applicants can change their site selection(s) once per year.
  - d. The waiting list and offers are administered by the Operations Department out of CHA's Central Office and not at the properties.
  - e. The waiting list uses a two-tiered preference system. This system gives applicants that qualify for a preference an opportunity to receive an offer for an apartment 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 a waiting list would be "organized" only by the date and time they applied.
  - f. Optional Mixed Income selection plan as described in Chapter 3, C., 6. Above.

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<sup>1</sup> The site total number does not reflect state subsidized sites.

Example: Four (4) applicants apply for the Public Housing 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 has a Housing Choice Voucher and 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:

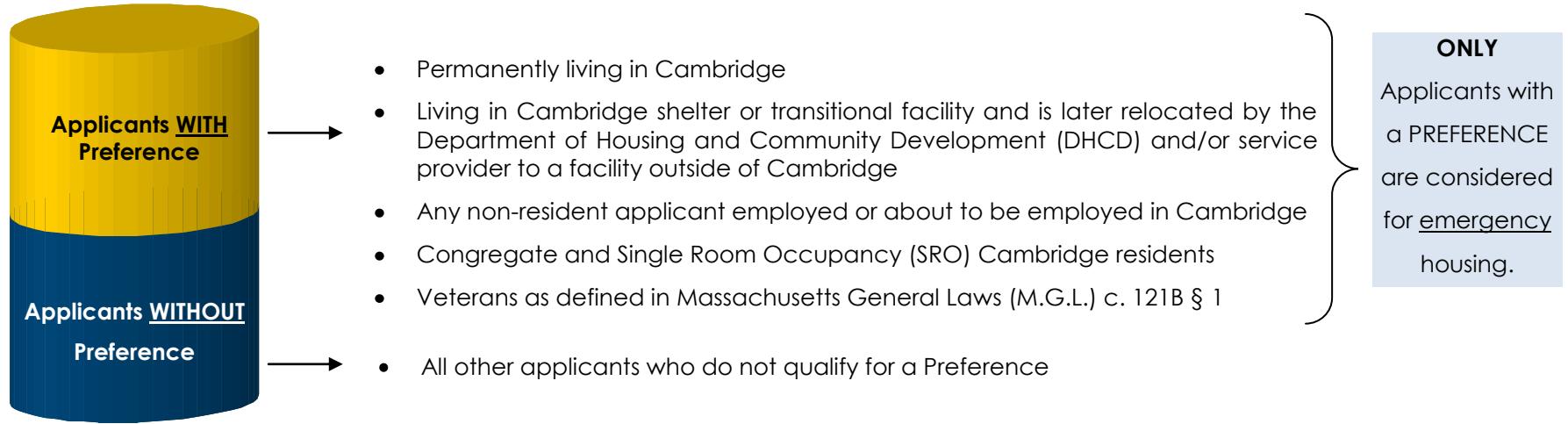
#1	Sally	4/19/2007	Preference
#2	Ramon	7/23/2007	Preference
#3	John	5/04/2006	No Preference
#4	Frantz	12/5/2006	No Preference

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

## **B. The Preference System – Federal Public Housing**

1. Applications are placed on a waiting list in one of the following groups:
  - Emergencies
  - Preference
  - No Preference
2. Within each group applications are ordered on the waiting list by the date and time an application is received.
3. As units become available the CHA would select applicants from the top of the list and work down. Applicants without a preference will only be selected when the CHA runs out of applicants with a preference.

The following preference policies are universally applied to the Federal Public Housing Programs as well as the Housing Choice Voucher Program through their respective governing documents.



**Emergencies** – Households with emergency status that also meet eligibility requirements are housed ahead of all other families on a waiting list. (See page 4-6 for a complete discussion of the emergency criteria)

**Preference** – A preference will be granted to applicants who are otherwise qualified for Federal Public Housing and who, at the time of the offer (immediately prior to execution of a lease) 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 or friends in Cambridge or 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. Resident also includes households living in Congregate Housing or single Room Occupancy arrangements, as well as families that receive housing assistance under a Federal or State program.

Example: an applicant that applied while sleeping on a friend's sofa for a few nights does not count as a "permanent" resident of Cambridge. However, if this applicant could show his/her last permanent place of residence was Cambridge, he/she would qualify for a preference.

b. Residency and 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 Transitional Assistance (DTA) and/or service provider to a facility outside of Cambridge.

Example: an applicant applies to the waiting list from the Hildebrand Shelter here in Cambridge and after seven months is transferred to another shelter facility in Medford because of space constraints. The applicant continues to be considered a resident.

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 preference for employment is not limited to permanent, continuous or full-time employment.

Example: an applicant residing in Somerville but working at the Stop & Shop in Cambridge is eligible for a preference.

d. Veterans: those honorably discharged individuals that performed wartime service as defined in M.G.L. c. 121B, section 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 that apply for housing will receive a preference in the following order:

1. veterans with a service-connected disability;
2. families (surviving spouse, parent or other dependent) of deceased veterans whose death was service connected; and
3. other veterans.

**Non-Preference Households** – families on the waiting list with no preference.

## **C. Emergency Status**

The CHA has a process where an applicant 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 (in the case of undocumented applicants, next available in State 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.**

The emergency criteria are as follows:

- 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), the incident occurred in Cambridge, and:
  - 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 6 months of the CHA's receipt of the emergency application; or
  - 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, the CHA will consider this an emergency to be addressed by the issuance of a voucher. (See the Voucher Program Administrative Plan.)
- c. In determining emergency status under the domestic violence category the applicant must show:
  - that he/she is/was a permanent and approved resident of the Cambridge dwelling unit;
  - 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
  - that he/she, or a household member, is a victim of domestic violence by submission of a certification, and if required by the CHA, provide third party documentation as described below:

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 the CHA's website ([www.cambridge-housing.org](http://www.cambridge-housing.org)) and are available from the CHA's Central Office. However, 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.

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. The 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 Section D(4) of the VAWA policy.

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.

**Other Emergencies** – For the remaining emergency categories the applicant must first qualify for a preference category as defined above on pages 4-3 through 4-5 and meet the specific criteria of the emergency category.

- a. The applicant is a preference family and has been left without housing because of natural disaster such as a fire or a flood.
  - The applicant must show that he/she was a permanent and approved resident of the property;
  - 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. 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.

- The applicant must show that he/she was a permanent and approved resident of the property; and
- The applicant or any member of his/her household was not responsible for or substantially contributed to any of the issues that led to the order to vacate; and
- 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 housing apartment.

c. 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 90 days or a time set by a court order; or has been displaced by court order in a "no fault" eviction case within 6 months of the CHA's receipt of the emergency application and has not secured permanent housing.

- Receipt of a notice to vacate from the 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
- The applicant can show that his/her total household income is and has been for the preceding twelve-month period, less than 60% of AMI.

- "No fault" evictions shall not include evictions for nonpayment of rent unless the applicant can show that the applicant's shelter burden exceeded 50% of adjusted income due to a change in circumstances which was beyond the control of the applicant or applicant's household member and such change was caused by an event or events other than, or in addition to, loss of employment. Examples of such changes in circumstances could be where a wage earner passes away or becomes disabled.

d. The applicant is a preference family and the applicant, or a member of the applicant's household, is an individual with disabilities whose condition has changed within the past ninety (90) days and makes continued residency in his/her current housing impractical.

- The applicant must show that he/she is an individual with disabilities and that the issues making the current housing impractical were not known and/or a concern at the time that he/she moved into his/her current housing;
- The applicant must show that his/her housing cannot be reasonably modified to allow continued occupancy; and
- The applicant can show that his/her total household income is less than 60% of AMI.

e. Emergency criteria for in place voucher assistance (Also please see the Voucher Program's Administrative Plan) –The applicant is a preference family currently residing in a Cambridge apartment and during the last six months the applicant's shelter burden (rent plus Section 8 Utility Allowance) has been increased, through appropriate notice or legal procedures, to 50% or more of the applicant's monthly adjusted income; and the owner agrees in writing to enter into a Housing Choice Voucher contract with a minimum one year lease that will allow the applicant to stay in place.

- The applicant must show that he/she has resided in his/her current apartment for at least two years; unless
  - the shelter cost increase is due to a legal condominium/cooperative conversion or an affordability agreement with the City of Cambridge Housing Trust, in which case the time limit can be waived provided the applicant resided in the unit prior to notice of the conversion or award of Housing Trust money.

- In cases where the increase in rent coincides with a loss or reduction of income, the applicant must show that the increase in shelter burden would have met the 50% threshold based on his/her former income.
- Applicants residing in inclusionary zoning units cannot qualify under this provision unless they moved into the unit prior to September 25, 2008 (the date on which the Cambridge Affordable Housing Trust (CAHT) established a minimum rent policy) or the date of filing any document implementing the CAHT'S minimum rent policy for the inclusionary zoning unit in question, whichever is later, and the applicant would only qualify for a shallow subsidy whereby the total payable to the owner through both the applicant and the CHA would be an amount equal to the minimum rent as defined by the CAHT's minimum rent policy. Further, use of vouchers received by these applicants is restricted to the applicant's current unit only.
- Applicants that qualify under this provision qualify for a voucher only and with the exception of applicant's residing in inclusionary zoning units, the use of that voucher for the first year is restricted to their current unit only.

f. Applicant's that are determined to lack a preference and therefore precluded from being considered for emergency status 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 rights to appeal.

g. CHA's Conference panel will hear appeals related to the denial of emergency status.

## **D. Maintaining the Site-Based Waiting Lists**

1. The CHA will update each waiting list at least 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 the 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.
  - 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 marked as "unknown, return to sender, forwarding address unknown, no such address" will result in the closure of an application.
2. Applicants may apply for up to three (3) sites.
  - a. Each site list is then set up by preference group and then within the group, by date and time of application.
    - A final, single, site choice must be made when an applicant is called in to begin being screened for a unit.
  - b. With respect to placement, each list works independently of the other.
    - Depending on the rate of vacancies at each property, an applicant could be 10<sup>th</sup> from the top on one list and 100<sup>th</sup> from the top on another list, even though the preference group is the same and the date of application is the same.
    - Written changes submitted by an applicant will affect all lists that the applicant has applied for.
3. At the time that an applicant is called in for his/her initial screening appointment, he or she is required to make a final

choice with respect to which site he/she wishes to live in.

4. If an applicant's preference status changes while on a waiting list, the applicant's position on the list will be adjusted to reflect the change.
5. Applicants are given a new application date when a change in circumstances results in their application receiving a preference.

Example: Ramon applied for three properties on 7/23/2007 and qualified for a "preference."

The lists look like:

<u>Millers River</u>	<u>Burns</u>	<u>LBJ</u>
App. #1	App. #1	App. #1
App. #2	App. #2	App. #2
<b>Ramon #3</b>	App. #3	App. #3
App. #4	App. #4	App. #4
App. #5	App. #5	App. #5
App. #6	App. #6	App. #6
App. #7	<b>Ramon #7</b>	App. #7
App. #8	App. #8	App. #8
App. #9	App. #9	App. #9
App. #10	App. #10	<b>Ramon #10</b>

According to the vacancy data, Millers River only averages one vacancy per year, Burns averages five vacancies per year and LBJ averages fifteen per year. Based on this information, Ramon should not expect to be offered a unit in Millers River, he could be offered a unit in Burns, and will most likely be offered a unit at LBJ even though he is further down on the waiting list.

6. Applicants keep their original application date if a change in circumstances results in the loss of a preference or a preference change.

Example: Sally, Ramon and Frantz all qualified for a preference. On 11/30/2007, Sally has a change of circumstances and is no longer eligible for a preference and needs to be moved from the local preference group to the no preference group. In this case, Sally retains her application date of 7/23/07 and is placed on the list between John and Sharon.

<u>Prior to Change</u>			<u>After Change</u>		
#1	Ramon	4/19/2007	Ramon	4/19/2007	
#2	Sally	7/23/2007	Frantz	11/10/2007	With Pref.
#3	Frantz	11/10/2007	John	5/4/2006	No Pref.
#4	John	12/5/2006	Sally	7/23/2007	
#5	Sharon	10/22/2007	Sharon	10/22/2007	

7. If an applicant's eligibility for a specific bedroom size changes while on a waiting list, the applicant's position will be adjusted on the list so that he/she is placed on the list with other applicants eligible for similarly sized apartments.

- Additions to applicant households: Except in cases of birth, a change of custody, family reunification, adoption or custody, applicants adding household members will receive a new application date.
- Subtractions from applicant households: applicants removing household members will retain their original application date.

8. Throughout the process of admission, applicant's rights are protected; all applicants are entitled to know the reason for any CHA decision related to the award of preferences and/or rejection for housing. Additionally, hearing procedures have been established and are available to applicants so that they can present information in support of their positions.

9. All contact from the CHA is made through the US Postal Service unless, as an individual with disabilities, an alternative method has been pre-arranged.
  - a. Applicants are responsible for maintaining an active mailing address with the CHA.
  - b. Applicants that fail to respond to a mailing for any waiting list will be withdrawn from all waiting lists for which he/she applied.
  - c. When an applicant fails to respond, and the CHA takes the action to withdraw the applicant from the waiting list, the following apply:
    - In cases where the CHA has withdrawn an applicant from the list but has not followed up the action with a letter sent by first class mail, the CHA will reopen the application if contacted within six (6) months of the withdrawal. If the applicant fails to respond within the six (6) month period, and the applicant is not an individual with disabilities qualifying for reasonable accommodation, the CHA will not reopen their application.
    - After six (6) months, CHA in its sole discretion may reopen the case. CHA's decision is final and not subject to appeal.
    - Applicants who are withdrawn from the waiting list have the right to reapply.
    - When there is an error by CHA, withdrawn applicants will have their applications reopened.
10. Applicants will be removed from the waiting list if he/she:
  - a. Fails to respond to the CHA;
  - b. is found ineligible for failure to pass the screening process; or
  - c. refuses an offer of a apartment without good cause.
  - d. An applicant will be withdrawn from all other site-specific lists as well as the Housing Choice Voucher list once he/she accepts an apartment with the CHA.

## **E. Processing Applications for Admission**

1. The CHA will accept and process preliminary applications in accordance with CHA's procedures. When accepting preliminary applications, the CHA does not verify any information supplied and does not accept any corresponding documentation. The CHA assumes that the facts certified to by the applicant in the preliminary application are correct. The facts will be verified later in the application process.
2. Every preliminary application for admission to public housing shall include the date and time of application; applicant's race and ethnicity; preference eligibility determination; the apartment size(s) for which eligible; and the specific site-based waiting lists for which he/she has applied.
3. As applicants approach the top of a waiting list, they will be asked to come to the CHA for an interview to complete a final applicant file. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn from the federal waiting list as noted in Section D above, subject to reasonable accommodations for people with disabilities.

The following information will be verified according to CHA's procedures, to determine qualification for admission to CHA's housing:

- a. Household composition and type;
- b. preference status;
- c. annual income;
- d. assets and asset income (but only if total assets are valued at more than \$50,000);
- e. deductions from income (if applicable);
- f. Social Security numbers, or other government supplied identifications of all household members;

- g. applicant screening information; and
- h. citizenship or eligible immigration status.

4. Third party written, faxed or electronic verification is the required form of documentation. The CHA may also use prior year income information, such as tax returns, and adjust the income for inflation to determine an annual income. The CHA may use discretion in accepting other forms of documentation.

# Chapter 5 Determining Income

## A. Annual Income

1. The first step in determining households' rent is determining their income.
2. CHA must verify a households' income using information from a third party to make sure that households are accurately reporting all of their income. For example, if a household member receives welfare benefits, CHA will ask the Department of Transitional Assistance (DTA) to send a letter or statement directly to CHA verifying the amount and length of the benefits.
3. Prospective and past income may be used to calculate household rents, especially for households with irregular or sporadic employment histories.
4. Usually, any payment a household receives on a regular basis counts as income. Some examples are: employment, Social Security, welfare and business income.

## B. Annual Income – What is counted?

1. Annual income is a household's total income from all sources as determined by CHA. Here is a list of items that are counted as income:
  - 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 a business or profession, including any withdrawal of cash or assets from the operation of the business;
  - 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;
  - expenditures for business expansion or payment of capital indebtedness will not be used as deductions in determining the net income from a business; and
  - an allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations.
- c. The actual income earned from interest, dividends, and other net income of any kind from real or personal or property in excess of \$50,000;
- d. if the household has net assets in excess of \$50,000, annual income is the actual income derived from the net assets;
- e. 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;
- f. payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay;
- g. 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;
- h. 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
- i. 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 ACOP.**

1. Annual Income does not include the following:
  - a. CHA does not count ("excludes") income from assets worth less than \$50,000. 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;
    - 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 household to greater than \$50,000. Actual income earned by the assets will be counted.
  - e. amounts received by the household that are specifically for, or in reimbursement of, the cost of medical expenses for any household member;
  - f. 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);
  - g. the full amount of student financial assistance paid directly to a student or educational institution;
  - h. temporary, non-recurring, or sporadic income (including gifts);

- i. earnings for each full-time student 18 years old or older (excluding the head of household, co-head of household and spouse);
- j. adoption assistance payments; and
- k. deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
- l. Other amounts excluded by HUD or other Federal law. (See Appendix 1)

## **D. Enterprise Income Verification and Annual Income**

1. CHA uses HUD's Enterprise Income Verification (EIV) system to verify that households are reporting all of their income.
  - Households are required to sign and receive a copy of their EIV Report.
2. 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.
  - If the CHA determines that there is fraudulent underreporting depending on the severity of the underreporting, CHA may move to terminate the household's lease, or enter into a repayment agreement consistent with CHA's payment policy.
  - If the discrepancy between resident supplied income information and EIV or other third party verification is less than \$2,500.00, CHA will use the resident supplied information to determine income and will not investigate for potential underreporting.
3. Household members in Public Housing are not required to supply documents verifying Social Security (SS) or Supplemental Security Income (SSI). EIV documentation will be sufficient evidence that assistance is received.

## **E. Adjusted Income – Calculating Unreimbursed Childcare and Medical Deductions**

1. When an elderly/disabled household has verified unreimbursed medical or childcare expenses, or a family household has verified unreimbursed childcare costs, the households may receive a deduction from their income to help offset their medical or childcare costs. Household income is calculated using MTW Deduction Schedule. See schedule below:

**MTW Deduction Schedule**

<b>Medical Expenses</b>	<b>Medical Deduction</b>	<b>Childcare Expenses</b>	<b>Childcare Deduction</b>
\$1 – 2,500	0	\$1 – 2,500	0
\$2,501 - \$5,000	\$2,500	\$2,501 - \$5,000	\$2,500
\$5,001 - \$7501	\$5,000	\$5,001 - \$7501	\$5,000
More than \$7,501	Hardship Review	More than \$7,501	Hardship Review

2. For All Households:
  - a. Childcare Expenses — A deduction is applied to a household's annual income for the out-of-pocket expenses for the care of children under thirteen (13) years of age. Deduction amounts are described in the MTW Deduction Schedule.
  - b. 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.
  - c. 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.

d. Households claiming unreimbursed childcare expenses exceeding \$7,501 per year can apply for a Hardship Waiver.

- Hardship waiver applications are available from CHA property managers, CHA's Central Office and CHA's website ([www.cambridge-housing.org](http://www.cambridge-housing.org)).
- CHA's Hardship Policy is described in Chapter 6 Section H.

3. For Elderly and Disabled Households only: 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.

a. 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 - including insurance premiums. Deduction amounts are described in the Medical and Childcare Deduction Schedule provided on the previous page.

b. 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 non-prescription medicines;
- transportation to and from treatment;
- dental expenses;
- eyeglasses;
- hearing aids and batteries;

- attendant care; and
- payments on accumulated medical bills.
- In cases of questions CHA will refer to IRS Publication #502, *Medical and Dental Expenses* to calculate a medical expense's cost.

c. Elderly and disabled households with unreimbursed medical or childcare expenses exceeding \$7,501 per year can apply for a Hardship Waiver.

- Hardship Waiver applications are available from CHA property managers, CHA's Central Office and CHA's website ([www.cambridge-housing.org](http://www.cambridge-housing.org)).

4. The unreimbursed childcare and medical costs for qualified elderly/disabled households are calculated separately, not combined, for the purpose of determining the size of, or eligibility for either a medical or childcare deduction.

5. To be considered by CHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

# Chapter 6 Determining Rent

**CHA uses your adjusted income to determine your monthly rent.**

**CHA uses an easy to understand Rent Schedule to determine rent, based on your income and bedroom size.**

**The Rent Schedules for all of CHA's developments are available at the end of this chapter.**

**CHA verifies your reported income electronically using HUD's Enterprise Income Verification (EIV) system.**

## A. Determining Rent

1. Rents are determined by matching up households' adjusted income with the corresponding income band on the Rent Schedule. Rent Schedules are found at the end of this chapter.
2. Site-based Rent Schedules:
  - a. CHA has Rent Schedules for all of its federal public housing sites; and
  - b. rents paid by households in family and elderly/disabled sites are determined using the appropriate rent schedule for that type of property.
    - Washington Elms has a site-specific rent Schedule (see the end of this chapter).
3. The minimum rent for any apartment is \$50 per month for the first twelve (12) months. After twelve (12) months:
  - a. For households living in family properties, the minimum rent is equal to the third (3rd) income band on the Rent Schedule for the household's apartment size and property.

b. For households living in elderly properties, the minimum rent is equal to the second (2nd) band on the Rent Schedule for the household's apartment size and property.

Example:

**Rent Schedule - Elderly Public Housing**

Income Range		Bedroom size		
		0	1	2
\$0	\$2,499		<b>\$50 for 12 months</b>	
\$2,500	\$4,999	\$63	\$63	\$63
\$5,000	\$7,499	\$125	\$125	\$125
\$7,500	\$9,999	\$188	\$188	\$188

**Rent Schedule - Family Public Housing**

**Utilities already subtracted - Washington Elms**

Utility Allowances		(\$45)	(\$53)	(\$61)	(\$71)	(\$72)
Income Range		Bedroom size				
		1	2	3	4	5
\$0	\$2,499		<b>\$50 for 12 months</b>			
\$2,500	\$4,999		<b>\$50 for 12 months</b>			
\$5,000	\$7,499	\$80	\$72	\$64	\$54	\$53
\$7,500	\$9,999	\$143	\$135	\$127	\$117	\$116

**Rent Schedule - Family Public Housing**

**Utilities already subtracted - NOT Washington Elms**

Utility Allowances		(\$37)	(\$44)	(\$50)	(\$59)	(\$59)	(\$59)
Income Range		Bedroom size					
		1	2	3	4	5	6
\$0	\$2,499		<b>\$50 for 12 months</b>				
\$2,500	\$4,999		<b>\$50 for 12 months</b>				
\$5,000	\$7,499	\$88	\$81	\$75	\$66	\$66	\$66
\$7,500	\$9,999	\$151	\$144	\$138	\$129	\$129	\$129

4. Households paying the \$50 minimum rent as described in A. 3. above are encouraged to seek out Social Services for job or benefit counseling.
  - a. Households paying the \$50 minimum rent must report any new income within thirty (30) days from the day they begin receiving the income.
    - After income is reported, new rent is determined using the appropriate rent schedule for the specific property type.
  - b. The CHA periodically reviews the income of households claiming zero income using HUD's Enterprise Income Verification (EIV) system.
5. 10% is added to rents for households with individuals who have an immigration status not recognized by the U.S. Department of Housing and Urban Development (HUD) or the minimum rent, whichever is greater.
  - a. CHA maintains a separate Rent Schedule for households whose rent is determined using this method.
  - b. All other admissions and continued occupancy policies apply to households whose rents are determined using the method above.

## B. Periodic Rent Determinations – Recertifications

1. Once an applicant becomes a resident household, their rent is periodically updated. CHA updates each household's income and deductions at each recertification to determine their rent.
  - Households only need to come in to the management office once **every two years ("biennial recertifications")**.
2. Obligation to Report Income at Recertification:
  - a. Households are obligated to report all income earned or unearned available, per the rent policy described in this ACOP, at time of recertification.

- b. Failure to accurately report all earned and unearned income may result in eviction.
- 3. Only households paying the \$50 minimum rent are required to report any increase in income between regularly scheduled biennial recertifications.
- 4. CHA may complete a scheduled or interim recertification while CHA is in the process of terminating a lease. Once the recertification is completed a new lease addendum is not executed, but a new rent notification letter is sent pending the outcome of the eviction proceedings.
  - a. If CHA prevails in the lease termination action, a new lease addendum is not executed, and the household is evicted; or
  - b. if the household prevails in the lease termination action, a new lease addendum is executed.
  - c. Regardless of whether or not a household's recertification was completed, CHA reserves any rights under any pending eviction action, does not waive any pre-termination notice or notices to quit or any other document that has been served in the course of terminating a tenancy, does not re-instate any tenancy and does not waive any ground to evict which exist on the date of the recertification.
- 5. Changes after Recertification: if there is any change in rent, the lease is amended, a new lease addendum is executed, and a Notice of Rent Adjustment is issued.
  - a. If any change in the apartment size is required, the household is placed on the transfer list in accordance with the transfer criteria described in this ACOP and moved to an appropriate apartment when one becomes available.
  - b. The Notice of Rent Adjustment includes the new rent, the date when the new rent takes effect, the reason for the rent adjustment, CHA's Hardship Policy, and the fact that the household has the right to request a grievance hearing if the

head of the household disagrees with the new rent.

6. Effective Date of Adjustments:

- a. Households are notified in writing of any rent adjustment.
- b. As long as households report income decreases or increases in unreimbursed medical or childcare costs within thirty (30) days of the change, when required, rent decreases go into effect the first of the month following the effective date of the verified change of income or unreimbursed medical or childcare expenses.
  - Rent decreases will go into effect the first of the month following the verification of the change of income or unreimbursed medical or childcare expenses if the household failed to report the change within the required thirty (30) day time period.
  - Residents showing good cause for not reporting a change within thirty (30) days will have their rent decreases go into effect the first month following the effective date of the verified change of income or unreimbursed medical or childcare expenses.
- c. Income decreases reported or verified after CHA's tenant accounting cut-off date take effect on the first day of the second month, with a credit retroactive to the first month.
- d. 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. Rent increases due to misrepresentation take effect the first of the month following the event that was misrepresented and income not reported.

## **C. Adjusting Rent between Regular Recertifications – Interim Recertifications**

1. Households who are not elderly or disabled can come into the management office twice between regularly scheduled recertifications to have their rents adjusted down.
2. Elderly/disabled households can come into the management office for interim recertifications rents as many times as they need.
3. All household income, including previously unreported earned income, is verified and used to determine interim rent.
  - a. If the household rent would increase after all household income is verified, CHA will not complete the interim recertification.
4. Interim rents are temporary. After receiving an interim rent decrease, households must report the first increase in income, or the first decrease in childcare or medical expenses – whatever caused the rent reduction in the first place – within fourteen (14) days.
  - a. If a household member receives unemployment income (resulting in an interim rent decrease), the household is required to report the first increase in household income, whether due to a new job or any other income source.
    - No additional increases in household income need to be reported until the next regularly scheduled recertification.
  - b. Failure to report any required change within fourteen (14) days results in a retroactive rent increase and is grounds for lease termination.

- c. CHA will not process a retroactive rent increase or move to terminate a household for failure to report new income within fourteen (14) days if the failure was caused by a verifiable delay by an employer.
- d. CHA will not process a retroactive rent increase caused by reported new income if the new income is lost and the loss is reported to CHA before the effective date of the rent increase.

5. All requests for interim rents must be submitted to the management office in writing.
6. An interim rent in effect at biennial recertification remains in effect unless:
  - a. There is a change in circumstances; or
  - b. there is new income to report.
7. Failure to comply with obligations outlined in section C., above may result in eviction.

## **D. When Does CHA Decrease Rent Between Regular Recertifications?**

1. CHA will process an interim decrease in rent only if:
  - a. Unless caused by serious medical conditions, the household's loss of income, increased childcare or medical costs is expected to last longer than sixty (60) days or;
  - b. If caused by serious medical conditions the household's loss of income, increased childcare or medical costs is expected to last longer than thirty (30) days and;
  - c. The loss of income must result in the household moving at least one (1) band on the Rent or Deduction Schedule.

2. CHA will not process interim recertifications based on a job loss claim unless the CHA is able to obtain documentation of unemployment benefits from the Division of Unemployment Assistance (DUA) or his/her former employer; or verifiable evidence that the household member is not eligible for unemployment benefits.
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:
  - 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.
  - c. If a household challenges the DTA's grant reduction, an interim rent reduction is processed until the matter is settled by DTA.
  - d. If DTA upholds the grant reduction, the household owes CHA a retroactive rent amount that is the difference between the interim rent reduction granted and the rent paid prior to the DTA grant reduction.
  - e. If the DTA overturns the grant reduction, no retroactive balance is owed.

## **E. When Does CHA Increase Rent Between Regular Recertifications?**

1. CHA processes an increase in rent between regular recertifications only if:
  - a. There is a change in the circumstances that initially required an interim (reduced) rent; or
  - b. The household is paying the \$50 minimum rent and receives new income.
    - Households paying the \$50 minimum rent at admission must report first receipt of income.
  - 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.

- CHA will apply any increase in rent retroactive to the first day of the month following the month in which the misrepresentation occurred.

2. Complete verification of the circumstances justifying a rent adjustment must be documented and approved by the appropriate Manager.

#### Interim Rents: Example #1

Mrs. Jones lost her job on October 1<sup>st</sup>. Her next regular, *biennial* recertification is scheduled for December, but losing her job makes it impossible for her to pay her current rent until then. Mrs. Jones needs the CHA manager to reduce her rent until she gets a new job. She needs an *interim recertification*.

On October 2<sup>nd</sup> she goes to the unemployment office and applies for unemployment benefits. As soon as she receives the benefit notice from the unemployment department she goes to see the CHA manager. The manager recalculates Mrs. Jones's rent based on the income Mrs. Jones is receiving from the unemployment department. The manager calculates Mrs. Jones's *interim rent*.

Mrs. Jones continues paying the *interim rent* while she looks for a new job. In December Mrs. Jones sees the CHA manager for regularly scheduled recertification, but because she hasn't found a job, and is still collecting unemployment, her *interim rent* remains in place. Mrs. Jones's next regular recertification appointment won't be for another two years.

In early January, Mrs. Jones finds a new job. Mrs. Jones takes a letter she got from her new boss showing her start date and salary to the CHA manager to have her rent recalculated.

Using Mrs. Jones's new income, the manager recalculates the rent. This will be Mrs. Jones's rent until her next *biennial* recertification appointment.

Even if she's used her two (2) *interims*, Mrs. Jones can still apply for a Hardship Rent if she experiences another unexpected loss of income or increase in childcare or medical expenses resulting in her paying a rent that is greater than fifty percent (50%) of her income.

#### Example #2

Mr. Baptiste is disabled and his next recertification appointment is seven months from now and he 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 Mr. Baptiste's insurance will only cover a small part of the cost, leaving Mr. Baptiste with a \$8,000 dental bill.

Even though he already used two *interims*, because he is disabled he can still go to his manager and have his rent adjusted. Disabled and elderly households can request as many *interim* rent adjustments as they like.

#### Example #3

Ms. Morris lost her job and reports it to CHA on November 19<sup>th</sup>. Her next biennial recertification is not until August next year so she decides to get an *interim* recertification.

Ms. Morris makes an appointment with her manager to have her rent reduced. Her new *interim* rent is effective December 1<sup>st</sup>.

On December 1<sup>st</sup> she applies for TAFDC and it takes her over one month to get the EBT card. On January 4th when she gets her approval notice with her TAFDC card she notifies her manager of the increase in income. The CHA manager recalculates Ms. Morris rent based on her TAFDC benefits and she continues paying that rent from February until her next biennial recertification in August.

At the end of February Ms. Morris finds a new job and her income increases again. Ms. Morris does not need to report this new job to her manager. She continues paying her same rent until August, when her biennial recertification takes place.

#### Example #4

Mr. and Mrs. Williams are a working couple. Unfortunately Mr. Jones lost his job in January. As Mrs. Jones continues working at her full-time job, they decide not to apply for unemployment benefits. They visit their CHA manager to request an *interim* rent.

Their manager will not process an *interim* rent for the Williams family unless Mr. Williams applies for unemployment benefits.

## **F. Fraud Prevention**

1. After two (2) or more instances of job loss, income reduction or increased medical or childcare expenses within ninety (90) days of a scheduled recertification, the household's rent is determined using past, rather than prospective income data.
  - a. Rent is determined using the past year's W-2; or
  - b. if a W-2 is unattainable or non-existent, household rent is determined using other past income information as available.
  - c. CHA managers can choose not to use prior year's W-2 or other available past income information if the household can provide verifiable evidence that the two (2) or more instances of job loss, income reduction or increased medical or childcare expenses within ninety (90) days of a scheduled recertification are reasonable.
  - d. If the household disagrees with CHA they have the right to grieve the new rent to the Grievance Panel.
  - e. Households with two (2) or more instances of job loss, income loss or increased medical or childcare expenses within ninety (90) days of a scheduled recertification do not have access to the Hardship Review Committee.
2. When fraud is determined, a fee of the higher of either \$250.00 or an additional ten percent (10%) of the amount owed included in a court filed repayment agreement is charged.

## **G. Ceiling Rents**

**Ceiling Rent is the maximum rent CHA charges for an apartment. Ceiling rents vary by apartment size and property.**

1. CHA may review the Ceiling Rent structure annually and subject to reasonable notice, adjust the rents as needed.
2. Ceiling rents may be increased or decreased based on HUD's Operating Cost Adjustment Factor (OCAF). The OCAF is typically published in the fall.
3. CHA established ceiling rents for all dwelling apartments inventory-wide.

4. CHA may change the ceiling rent schedule to reflect changes in the Rent Schedule.

## **H. Hardship Waivers – Who Qualifies?**

1. CHA has a Hardship Policy to help households experiencing significant, unexpected drops in income or increases in unreimbursed childcare or medical costs expected to last longer than sixty (60) days.
2. Hardship Waivers are typically granted when, after income deductions and exclusions, households are experiencing extraordinarily high costs of living. The hardship criteria are:
  - a. Eligible elderly or disabled households paying more than fifty percent (50%) of their income, after deductions, towards unreimbursed medical expenses, unreimbursed childcare expenses and rent.
  - b. Eligible elderly or disabled households paying more than \$7,501.00 per year in unreimbursed medical or childcare expenses.
  - c. Eligible families paying more than fifty percent (50%) of their income, after deductions, towards childcare expenses, and rent.
  - d. Eligible family households paying more than \$7,501.00 per year in unreimbursed childcare expenses.
3. To be considered by the Hardship Committee, applications must be submitted to the CHA within thirty (30) calendar days of a rent adjustment notification or hardship event.
4. Households who meet the criteria listed above can apply for a Hardship Waiver.
  - a. If a Hardship Application is accepted and a waiver granted, the waiver counts as an interim rent determination.

- b. Households who meet the hardship criteria can apply for a Hardship Waiver even if they've used the maximum number of interims permitted between regular recertifications.

## **I. Hardship Waivers – Who Determines Hardship Rent?**

1. CHA's Hardship Review Committee looks at every Hardship Application to determine whether or not an application meets the hardship criteria. The Hardship Committee is comprised by members of CHA's Leased Housing Department who are also members of CHA's Emergency Committee.
  - Households 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 their application.
  - Hardships are presented to the Hardship Review Committee by the Operations or Leased Housing staff member who receives the Hardship Waiver Request from the applicant or resident.
2. CHA's Executive Director can sustain or decline any decision the Hardship Review Committee makes about a household's application for a Hardship Waiver.
3. Households whose Hardship Waiver applications are declined can request a grievance through CHA's Legal Department.
  - a. CHA's Conference panel will hear appeals to declined Hardship Waiver applications.
  - b. CHA will not take any actions that adversely affect the household until the Conference Panel renders its written decision.

## **J. Hardship Waivers – What Rent Can the Hardship Review Committee Set?**

The Hardship Review Committee has several ways to help households whose circumstances meet the hardship criteria. The Committee can make any of the following recommendations to the Executive Director:

1. Set household's rent at the \$50.00 minimum;
2. set a rent from the Rent Schedule that is above the minimum rent, but is reasonable in light of the household's circumstances;
3. extend the period of minimum rent;
4. give a medical or childcare deduction of \$7,500.00 or more for a specific time period as long as the deduction does not result in a rent below the \$50.00 minimum rent; or
5. any combination of the remedies listed in J. 1 – 4., above.

## FAMILY PUBLIC HOUSING – (Excluding Washington Elms)\*

### Rent Schedule - Family Public Housing

Utilities already subtracted - NOT Washington Elms

Utility Allowances		(\$37)	(\$44)	(\$50)	(\$59)	(\$59)
Income Range		Bedroom size				
\$0	\$2,499	1	2	3	4	5
\$2,500		<b>\$50 for 12 months</b>				
\$5,000	\$7,499	\$88	\$81	\$75	\$66	\$66
\$7,500	\$9,999	\$151	\$144	\$138	\$129	\$129
\$10,000	\$12,499	\$213	\$206	\$200	\$191	\$191
\$12,500	\$14,999	\$276	\$269	\$263	\$254	\$254
\$15,000	\$17,499	\$338	\$331	\$325	\$316	\$316
\$17,500	\$19,999	\$401	\$394	\$388	\$379	\$379
\$20,000	\$22,499	\$463	\$456	\$450	\$441	\$441
\$22,500	\$24,999	\$526	\$519	\$513	\$504	\$504
\$25,000	\$27,499	\$588	\$581	\$575	\$566	\$566
\$27,500	\$29,999	\$651	\$644	\$638	\$629	\$629
\$30,000	\$32,499	\$713	\$706	\$700	\$691	\$691
\$32,500	\$34,999	\$776	\$769	\$763	\$754	\$754
\$35,000	\$37,499	\$838	\$831	\$825	\$816	\$816
\$37,500	\$39,999	\$905	\$894	\$888	\$879	\$879
\$40,000	\$42,499	\$905	\$956	\$950	\$941	\$941
\$42,500	\$44,999	\$905	\$1,018	\$1,013	\$1,004	\$1,004
\$45,000	\$47,499	\$905	\$1,077	\$1,075	\$1,066	\$1,066
\$47,500	\$49,999	\$905	\$1,077	\$1,138	\$1,129	\$1,129
\$50,000	\$52,499	\$905	\$1,077	\$1,200	\$1,191	\$1,191
\$52,500	\$54,999	\$905	\$1,077	\$1,253	\$1,254	\$1,254
\$55,000	\$57,499	\$905	\$1,077	\$1,253	\$1,323	\$1,316
\$57,500	\$59,999	\$905	\$1,077	\$1,253	\$1,323	\$1,378
\$60,000	\$62,499	\$905	\$1,077	\$1,253	\$1,323	\$1,463

\*Units with electric stoves use Washington Elms rent schedule.

## WASHINGTON ELMS

### Rent Schedule - Family Public Housing

Utilities already subtracted - Washington Elms

Utility Allowances		(\$45)	(\$53)	(\$61)	(\$71)	(\$72)
Income Range		Bedroom size				
		1	2	3	4	5
\$0	\$2,499	<b>\$50 for 12 months</b>				
\$2,500	\$4,999					
\$5,000	\$7,499	\$80	\$72	\$64	\$54	\$53
\$7,500	\$9,999	\$143	\$135	\$127	\$117	\$116
\$10,000	\$12,499	\$205	\$197	\$189	\$179	\$178
\$12,500	\$14,999	\$268	\$260	\$252	\$242	\$241
\$15,000	\$17,499	\$330	\$322	\$314	\$304	\$303
\$17,500	\$19,999	\$393	\$385	\$377	\$367	\$366
\$20,000	\$22,499	\$455	\$447	\$439	\$429	\$428
\$22,500	\$24,999	\$518	\$510	\$502	\$492	\$491
\$25,000	\$27,499	\$580	\$572	\$564	\$554	\$553
\$27,500	\$29,999	\$643	\$635	\$627	\$617	\$616
\$30,000	\$32,499	\$705	\$697	\$689	\$679	\$678
\$32,500	\$34,999	\$768	\$760	\$752	\$742	\$741
\$35,000	\$37,499	\$830	\$822	\$814	\$804	\$803
\$37,500	\$39,999	\$895	\$885	\$877	\$867	\$866
\$40,000	\$42,499	\$895	\$947	\$939	\$929	\$928
\$42,500	\$44,999	\$895	\$1,010	\$1,002	\$992	\$991
\$45,000	\$47,499	\$895	\$1,066	\$1,064	\$1,054	\$1,053
\$47,500	\$49,999	\$895	\$1,066	\$1,127	\$1,117	\$1,116
\$50,000	\$52,499	\$895	\$1,066	\$1,189	\$1,179	\$1,178
\$52,500	\$54,999	\$895	\$1,066	\$1,241	\$1,241	\$1,240
\$55,000	\$57,499	\$895	\$1,066	\$1,241	\$1,308	\$1,303
\$57,500	\$59,999	\$895	\$1,066	\$1,241	\$1,308	\$1,365
\$60,000	\$62,499	\$895	\$1,066	\$1,241	\$1,308	\$1,448

## Woodrow Wilson

### Rent Schedule - Family Public Housing

Utilities already subtracted - WOODROW WILSON

Utility Allowances		(\$48)	(\$56)	(\$63)
Income Range		Bedroom size		
		1	2	3
\$0	\$2,499			
\$2,500	\$4,999	<b>\$50 for 12 months</b>		
\$5,000	\$7,499	\$77	\$69	\$62
\$7,500	\$9,999	\$140	\$132	\$125
\$10,000	\$12,499	\$202	\$194	\$187
\$12,500	\$14,999	\$265	\$257	\$250
\$15,000	\$17,499	\$327	\$319	\$312
\$17,500	\$19,999	\$390	\$382	\$375
\$20,000	\$22,499	\$452	\$444	\$437
\$22,500	\$24,999	\$515	\$507	\$500
\$25,000	\$27,499	\$577	\$569	\$562
\$27,500	\$29,999	\$640	\$632	\$625
\$30,000	\$32,499	\$702	\$694	\$687
\$32,500	\$34,999	\$765	\$757	\$750
\$35,000	\$37,499	\$827	\$819	\$812
\$37,500	\$39,999	\$894	\$882	\$875
\$40,000	\$42,499	\$894	\$944	\$937
\$42,500	\$44,999	\$894	\$1,006	\$1,000
\$45,000	\$47,499	\$894	\$1,065	\$1,062
\$47,500	\$49,999	\$894	\$1,065	\$1,125
\$50,000	\$52,499	\$894	\$1,065	\$1,187
\$52,500	\$54,999	\$894	\$1,065	\$1,240
\$55,000	\$57,499	\$894	\$1,065	\$1,240
\$57,500	\$59,999	\$894	\$1,065	\$1,240
\$60,000	\$62,499	\$894	\$1,065	\$1,240

## Elderly Public Housing

### Rent Schedule - Elderly Public Housing

Income Range		Bedroom size		
0	1	2		
\$0	\$2,499	<b>\$50 for 12 months</b>		
\$2,500	\$4,999	\$63	\$63	\$63
\$5,000	\$7,499	\$125	\$125	\$125
\$7,500	\$9,999	\$188	\$188	\$188
\$10,000	\$12,499	\$250	\$250	\$250
\$12,500	\$14,999	\$313	\$313	\$313
\$15,000	\$17,499	\$375	\$375	\$375
\$17,500	\$19,999	\$438	\$438	\$438
\$20,000	\$22,499	\$500	\$500	\$500
\$22,500	\$24,999	\$563	\$563	\$563
\$25,000	\$27,499	\$625	\$625	\$625
\$27,500	\$29,999	\$688	\$688	\$688
\$30,000	\$32,499	\$750	\$750	\$750
\$32,500	\$34,999	\$813	\$813	\$813
\$35,000	\$37,499	\$875	\$875	\$875
\$37,500	\$39,999	\$938	\$938	\$938
\$40,000	\$42,499	\$1,000	\$1,000	\$1,000
\$42,500	\$44,999	\$1,054	\$1,054	\$1,054
\$45,000	\$47,499	\$1,054	\$1,124	\$1,124
\$47,500	\$49,999	\$1,054	\$1,124	\$1,194
\$50,000	\$52,499	\$1,054	\$1,124	\$1,194
\$52,500	\$54,999	\$1,054	\$1,124	\$1,194
\$55,000	\$57,499	\$1,054	\$1,124	\$1,194
\$57,500	\$59,999	\$1,054	\$1,124	\$1,194
\$60,000	\$62,499	\$1,054	\$1,124	\$1,194

## Leonard J. Russell

### Rent Schedule - Russell Apartments

Utilities already subtracted

Utility Allowances		(\$37)
Income Range		Bedroom size
\$0	\$2,499	1
\$2,500	\$4,999	\$50 for 12 months
\$5,000	\$7,499	\$88
\$7,500	\$9,999	\$151
\$10,000	\$12,499	\$213
\$12,500	\$14,999	\$276
\$15,000	\$17,499	\$338
\$17,500	\$19,999	\$401
\$20,000	\$22,499	\$463
\$22,500	\$24,999	\$526
\$25,000	\$27,499	\$588
\$27,500	\$29,999	\$651
\$30,000	\$32,499	\$713
\$32,500	\$34,999	\$776
\$35,000	\$37,499	\$838
\$37,500	\$39,999	\$905
\$40,000	\$42,499	\$905
\$42,500	\$44,999	\$905
\$45,000	\$47,499	\$905
\$47,500	\$49,999	\$905
\$50,000	\$52,499	\$905
\$52,500	\$54,999	\$905
\$55,000	\$57,499	\$905
\$57,500	\$59,999	\$905
\$60,000	\$62,499	\$905

## MIXED FAMILIES RENT SCHEDULES

### FAMILY PUBLIC HOUSING – (Excluding Washington Elms)\*

#### Rent Schedule - MIXED Family Public Housing

Utilities already subtracted - NOT Washington Elms

Utility Allowances		(\$37)	(\$44)	(\$50)	(\$59)	(\$59)
Income Range		Bedroom size				
		1	2	3	4	5
\$0	\$2,499					
\$2,500	\$4,999					
\$5,000	\$7,499	\$97	\$89	\$83	\$73	\$73
\$7,500	\$9,999	\$166	\$158	\$152	\$142	\$142
\$10,000	\$12,499	\$234	\$227	\$220	\$210	\$210
\$12,500	\$14,999	\$304	\$296	\$289	\$279	\$279
\$15,000	\$17,499	\$372	\$364	\$358	\$348	\$348
\$17,500	\$19,999	\$441	\$433	\$427	\$417	\$417
\$20,000	\$22,499	\$509	\$502	\$495	\$485	\$485
\$22,500	\$24,999	\$579	\$571	\$564	\$554	\$554
\$25,000	\$27,499	\$647	\$639	\$633	\$623	\$623
\$27,500	\$29,999	\$716	\$708	\$702	\$692	\$692
\$30,000	\$32,499	\$784	\$777	\$770	\$760	\$760
\$32,500	\$34,999	\$854	\$846	\$839	\$829	\$829
\$35,000	\$37,499	\$922	\$914	\$908	\$898	\$898
\$37,500	\$39,999	\$996	\$983	\$977	\$967	\$967
\$40,000	\$42,499	\$996	\$1,052	\$1,045	\$1,035	\$1,035
\$42,500	\$44,999	\$996	\$1,120	\$1,114	\$1,104	\$1,104
\$45,000	\$47,499	\$996	\$1,185	\$1,183	\$1,173	\$1,173
\$47,500	\$49,999	\$996	\$1,185	\$1,252	\$1,242	\$1,242
\$50,000	\$52,499	\$996	\$1,185	\$1,320	\$1,310	\$1,310
\$52,500	\$54,999	\$996	\$1,185	\$1,378	\$1,379	\$1,379
\$55,000	\$57,499	\$996	\$1,185	\$1,378	\$1,455	\$1,448
\$57,500	\$59,999	\$996	\$1,185	\$1,378	\$1,455	\$1,516
\$60,000	\$62,499	\$996	\$1,185	\$1,378	\$1,455	\$1,609

\*Units with electric stoves use Washington Elms rent schedule.

## WASHINGTON ELMS

### Rent Schedule - MIXED Family WASHINGTON ELMS

Utilities already subtracted - Washington Elms

Utility Allowances		(\$45)	(\$53)	(\$61)	(\$71)	(\$72)
Income Range		Bedroom size				
		1	2	3	4	5
\$0	\$2,499					
\$2,500	\$4,999					
\$5,000	\$7,499	\$88	\$79	\$70	\$59	\$58
\$7,500	\$9,999	\$157	\$149	\$140	\$129	\$128
\$10,000	\$12,499	\$226	\$217	\$208	\$197	\$196
\$12,500	\$14,999	\$295	\$286	\$277	\$266	\$265
\$15,000	\$17,499	\$363	\$354	\$345	\$334	\$333
\$17,500	\$19,999	\$432	\$424	\$415	\$404	\$403
\$20,000	\$22,499	\$501	\$492	\$483	\$472	\$471
\$22,500	\$24,999	\$570	\$561	\$552	\$541	\$540
\$25,000	\$27,499	\$638	\$629	\$620	\$609	\$608
\$27,500	\$29,999	\$707	\$699	\$690	\$679	\$678
\$30,000	\$32,499	\$776	\$767	\$758	\$747	\$746
\$32,500	\$34,999	\$845	\$836	\$827	\$816	\$815
\$35,000	\$37,499	\$913	\$904	\$895	\$884	\$883
\$37,500	\$39,999	\$985	\$974	\$965	\$954	\$953
\$40,000	\$42,499	\$985	\$1,042	\$1,033	\$1,022	\$1,021
\$42,500	\$44,999	\$985	\$1,111	\$1,102	\$1,091	\$1,090
\$45,000	\$47,499	\$985	\$1,173	\$1,170	\$1,159	\$1,158
\$47,500	\$49,999	\$985	\$1,173	\$1,240	\$1,229	\$1,228
\$50,000	\$52,499	\$985	\$1,173	\$1,308	\$1,297	\$1,296
\$52,500	\$54,999	\$985	\$1,173	\$1,365	\$1,365	\$1,364
\$55,000	\$57,499	\$985	\$1,173	\$1,365	\$1,439	\$1,433
\$57,500	\$59,999	\$985	\$1,173	\$1,365	\$1,439	\$1,502
\$60,000	\$62,499	\$985	\$1,173	\$1,365	\$1,439	\$1,593

## Woodrow Wilson

### Rent Schedule - MIXED Family WOODROW WILSON APARTMENTS

Utilities already subtracted - WOODROW WILSON

Utility Allowances		(\$48)	(\$56)	(\$63)
Income Range		Bedroom size		
		1	2	3
\$0	\$2,499			
\$2,500	\$4,999	<b>\$50 for 12 months</b>		
\$5,000	\$7,499	\$85	\$76	\$68
\$7,500	\$9,999	\$154	\$145	\$138
\$10,000	\$12,499	\$222	\$213	\$206
\$12,500	\$14,999	\$292	\$283	\$275
\$15,000	\$17,499	\$360	\$351	\$343
\$17,500	\$19,999	\$429	\$420	\$413
\$20,000	\$22,499	\$497	\$488	\$481
\$22,500	\$24,999	\$567	\$558	\$550
\$25,000	\$27,499	\$635	\$626	\$618
\$27,500	\$29,999	\$704	\$695	\$688
\$30,000	\$32,499	\$772	\$763	\$756
\$32,500	\$34,999	\$842	\$833	\$825
\$35,000	\$37,499	\$880	\$901	\$893
\$37,500	\$39,999	\$983	\$970	\$963
\$40,000	\$42,499	\$983	\$1,038	\$1,031
\$42,500	\$44,999	\$983	\$1,047	\$1,100
\$45,000	\$47,499	\$983	\$1,172	\$1,168
\$47,500	\$49,999	\$983	\$1,172	\$1,221
\$50,000	\$52,499	\$983	\$1,172	\$1,221
\$52,500	\$54,999	\$983	\$1,172	\$1,364
\$55,000	\$57,499	\$983	\$1,172	\$1,364
\$57,500	\$59,999	\$983	\$1,172	\$1,364
\$60,000	\$62,499	\$983	\$1,172	\$1,364

## Elderly Public Housing

### Rent Schedule - MIXED Elderly/Disabled Public Housing

Income Range		Bedroom size		
0	1	2		
\$0	\$2,499	<b>\$50 for 12 months</b>		
\$2,500	\$4,999	\$69	\$69	\$69
\$5,000	\$7,499	\$138	\$138	\$138
\$7,500	\$9,999	\$207	\$207	\$207
\$10,000	\$12,499	\$275	\$275	\$275
\$12,500	\$14,999	\$344	\$344	\$344
\$15,000	\$17,499	\$413	\$413	\$413
\$17,500	\$19,999	\$482	\$482	\$482
\$20,000	\$22,499	\$550	\$550	\$550
\$22,500	\$24,999	\$619	\$619	\$619
\$25,000	\$27,499	\$688	\$688	\$688
\$27,500	\$29,999	\$757	\$757	\$757
\$30,000	\$32,499	\$825	\$825	\$825
\$32,500	\$34,999	\$894	\$894	\$894
\$35,000	\$37,499	\$963	\$1,032	\$1,032
\$37,500	\$39,999	\$1,032	\$1,032	\$1,032
\$40,000	\$42,499	\$1,100	\$1,100	\$1,100
\$42,500	\$44,999	\$1,159	\$1,159	\$1,159
\$45,000	\$47,499	\$1,159	\$1,236	\$1,236
\$47,500	\$49,999	\$1,159	\$1,236	\$1,313
\$50,000	\$52,499	\$1,159	\$1,236	\$1,313
\$52,500	\$54,999	\$1,159	\$1,236	\$1,313
\$55,000	\$57,499	\$1,159	\$1,236	\$1,313
\$57,500	\$59,999	\$1,159	\$1,236	\$1,313
\$60,000	\$62,499	\$1,159	\$1,236	\$1,313

## Leonard J. Russell

### Rent Schedule - MIXED Family Russell Apartments

Utilities already subtracted

Utility Allowances		(\$37)
Income Range		1
\$0	\$2,499	
\$2,500	\$4,999	\$50 for 12 months
\$5,000	\$7,499	\$97
\$7,500	\$9,999	\$166
\$10,000	\$12,499	\$234
\$12,500	\$14,999	\$304
\$15,000	\$17,499	\$372
\$17,500	\$19,999	\$441
\$20,000	\$22,499	\$509
\$22,500	\$24,999	\$579
\$25,000	\$27,499	\$647
\$27,500	\$29,999	\$716
\$30,000	\$32,499	\$784
\$32,500	\$34,999	\$854
\$35,000	\$37,499	\$892
\$37,500	\$39,999	\$996
\$40,000	\$42,499	\$996
\$42,500	\$44,999	\$996
\$45,000	\$47,499	\$996
\$47,500	\$49,999	\$996
\$50,000	\$52,499	\$996
\$52,500	\$54,999	\$996
\$55,000	\$57,499	\$996
\$57,500	\$59,999	\$996
\$60,000	\$62,499	\$996

# Chapter 7 Utilities

## A. Utility Payments and Allowances

1. Depending on the site, CHA may supply some or all household utilities, such as heat or electricity.
  
2. When a household pays their own utilities CHA deducts a reasonable amount for utilities from their household rent. This deduction is called the "utility allowance."
  - CHA pays all utilities in properties designated for use by elderly and disabled households.
  
3. Allowances for household-paid utilities are calculated into CHA's Rent Schedules. The Rent Schedules are available at the end of Chapter Six of this ACOP. The following requirements apply to households living in sites with household-paid utilities:
  - If a resident household or applicant household is unable to get utilities connected because of bad credit or a previous balance owed to the utility company at a prior address, the household will not be permitted to move into an apartment with household-paid utilities.
  - When a household applies for utility service in his/her own name, CHA may require the head of household to sign a third-party notification agreement so that CHA is notified if the household is losing utility service due to non-payment (excluding cable or satellite television; or telephone service).

## B. Excess Utility Charges

CHA charges an excess utility fee for households who use extra appliances in apartments with CHA provided utilities. Examples

of appliances that require an excess utility fee include; air conditioners, extra refrigerators and freezers.

- The excess utility fee is based on the amount of energy consumed by the additional appliance and the current applicable utility rate.

## **C. Utilities and Reasonable Accommodations**

1. Households with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain household -supplied appliances if there is a verified need for special equipment because of a disability.
2. In sites with gas stoves, there are some barrier free apartments equipped with electric stoves. CHA provides an increased utility allowance when the utility rate for an electric stove is greater than the rate for a gas stove.
  - This allowance is reviewed annually to ensure that it is adjusted as utility rates change.

## **D. Utility Allowance Adjustments**

Utility allowance amounts are reviewed annually to ensure that the allowances are adjusted as utility rates changes.

# Chapter 8 Continued Occupancy

## A. Eligibility for Continued Occupancy

1. Households who meet the following criteria will be eligible for continued occupancy:
  - a. Household includes only household members listed on the most recent certification, as well as household members added in accordance with CHA's policy on Additions and Deletions to the Household Composition. (See Section B of this Chapter for details on CHA's policy on Additions or Subtractions to the Household.)
  - b. Household is in full compliance with all obligations and responsibilities as described in the dwelling lease, house rules or property policies.
  - c. For purpose of continued occupancy, remaining resident household members may qualify as a resident household so long as at least one member is of legal age to execute a lease.
    - Those under the age of eighteen (18) must provide proof of emancipation, including but not limited to: marriage license; divorce decree; military enlistment or discharge papers.
  - d. All household members must have Social Security numbers or HUD issued alternate ID. Issuance of a HUD ID in no way alters a resident household member's status.
  - e. 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<sup>2</sup>:
  - a. Resident households whose net assets exceed \$100,000.

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<sup>2</sup> This policy only applies to households admitted after February 1, 2009.

- Elderly and disabled resident households are exempted from the \$100,000 asset limit.
- b. Households with assets in excess of \$100,000 will be provided six (6) months to relocate.
- c. Households who have a present ownership in, and a legal right to reside in, real property that is suitable for occupancy as a residence<sup>3</sup>. This policy will not apply in the following circumstances:
  - A household member or members are unable to reside in the property because of domestic violence; or
  - the household is making a good faith effort to sell the property; or
  - 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.

## **B. Additions to and Deletions from the Household**

1. Only persons listed on the most recent certification form and lease, or added in accordance with CHA policy, will be permitted to occupy an apartment.
2. Only households in good standing are permitted to add members to their household.
  - a. Exceptions are permitted in instances of birth, adoption, court awarded custody of minor children and to meet Reasonable Accommodation requests.
3. Households requesting to add a household member must provide documentation that the member they are requesting to add was not living with them at least thirty (30) days prior to the day the request is submitted to CHA.

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<sup>3</sup> This policy only applies to households admitted after February 1, 2009.

- a. In the event that no documentation is available, the household will be charged the greater of \$500.00 or the amount of additional rent that would have been due had the household added the member when he/she actually moved into the unit.
4. Over-housed households in position one (1) through five (5) on the transfer list can only add a new household member under the following circumstances:
  - a. Instances of birth, marriage, adoption, court awarded custody of minor children and to meet Reasonable Accommodation requests; or
  - b. the addition does not result in the household requiring an additional bedroom.
    - Households adding a member under these circumstances agree that they will never be considered over housed and will not be transferred to a larger unit to accommodate the household member they are adding.
5. Households cannot add a new household member if they have been notified that they are at the top of the transfer list for a smaller apartment, unless the addition of the new household member would not result in a change in bedroom size.
  - a. Exceptions are permitted to meet Reasonable Accommodations requests.
6. Households cannot add a new household member within twelve (12) months of initial lease-up.
  - a. Exceptions are permitted in instances of birth, adoption, court awarded custody of minor children and to meet Reasonable Accommodation requests.
7. Households cannot add a new household member if the addition results in the household exceeding the Maximum Occupancy Standard (see Chapter 3, page 3-14).

- a. Exceptions are permitted in instances of birth, adoption, court awarded custody of minor children and to meet Reasonable Accommodation requests.

8. 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:

- 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 CHA manager's discretion, CHA may accept reasonable evidence that a household member has left without providing the remaining members any way of contacting them.

9. Adult household members removed from a household cannot be added back to the household for twelve (12) months from the time they were removed.

- a. Returning household members will be rescreened for eligibility.

10. A change in the household's status that results in the need for changing or amending the lease, is accomplished by:

- a. Executing a new lease agreement; or
- b. executing a Notice of Rent Adjustment; or
- c. an appropriate rider is prepared and made a part of the existing lease. All copies of riders or insertions are to be dated and signed by the head, spouse, and other co-head of the household and by an authorized representative of CHA.

11. Except for households who meet the conditions described in 3. a. above, households who permit unauthorized individuals

to occupy their apartments are subject to lease termination and eviction.

## **C. Interim Changes in Household Composition that Affect Rent**

1. All changes in household composition must be reported within thirty (30) days of the change. These changes include:
  - a. Someone listed on the lease is permanently vacating the apartment; or
  - b. birth, adoption or court-awarded custody of a child to someone listed on the lease.
2. Additions of the following household member types must be requested in writing and require written permission from the property manager before the potential household member can move into the apartment:
  - a. Adult household member (including a new spouse);
  - b. foster child or children;
  - c. foster adult;
  - d. live-in aide; or
  - e. child in kinship care.
3. All adults wishing to be added to a household must be screened and, with the exception of Live-in Aides, cannot overcrowd the apartment in violation of state maximum occupancy standards.
4. CHA will only consider the income of the new or deleted household member when determining household rent.

5. Interim recertifications based on changes in household composition do not count towards the limit on interim recertifications between regular recertifications.
6. If deletion of a household member results in minimum rent, CHA will verify all household members' income, not just the loss of income due to the removal or departure of a household member.

## **D. Remaining Household Members**

1. If, at any time, the head of household vacates the apartment for any reasons including, but not limited to divorce, separation or death, but not including vacating upon termination of a tenancy by the CHA:
  - a. Once CHA is made aware that the previous head of household has vacated the apartment CHA will notify remaining household members that they must select a new head of household.
  - b. A replacement Head of Household must be identified and reported in writing within thirty (30) days of receipt of notice.
  - c. If thirty (30) days after notification, no Head of Household has been reported, CHA will proceed with eviction.
  - d. The following factors may be considered when a remaining adult or emancipated minor applies to become the head of household:
    - Reports the departure of the head within ten (10) days of the occurrence;
    - Except in cases where the remaining adult is the parent or legal guardian of a remaining minor(s) (under 18), 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 a year from admission);
    - has reported all income as required by CHA policy;
    - has not committed any violation of the lease agreement during their tenancy;

- those under eighteen (18) must provide proof of emancipation, including but not limited to: Marriage license; Divorce decree; emancipation; or Military enlistment or discharge papers;
- agrees to occupy apartment of appropriate size based on CHA Occupancy Standards;
- agrees to a written pay back agreement with CHA for any rent owed by the previous Head of Household; and
- CHA may deny tenancy if an action to terminate the former head of household's tenancy began prior to the former head of household's departure or incapacitation.

- e. 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 requirements of CHA's tenant selection and screening criteria.
- f. An adult who becomes the guardian or other caretaker of remaining household member(s) who are minors, may apply to become head of household and must meet the requirements of CHA's tenant selection and screening criteria.

## **E. Guests**

1. A guest may not stay overnight for more than thirty (30) days in any twelve-month period. Any stay beyond this time requires CHA's written approval.
2. CHA may bar resident's guests from the property in accordance with the provisions of M.G.L. c121B§32C.
3. Tenants are responsible for the conduct of their guests while on CHA property in accordance with the lease.
4. Households are not permitted to have anyone not on the lease or otherwise approved by the CHA living in their

apartment.

## **F. Extended Absences**

1. The head of household must notify the manager, secure the apartment and provide a means for CHA to contact him/her in an emergency any time they leave the apartment for longer than fourteen (14) days. Failure to advise CHA of an extended absence is grounds for termination of the lease.
  - In cases of co-heads of households, spouses, or partners, no notification is required if one of the co-heads of households, spouses, or partners remains in the apartment.
2. 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:
  - Short term hospitalization or rehabilitation with an expectation to return to the unit within six (6) months ; or
  - absence of a household member who is a fulltime student; or
  - military service.
3. Extended absence for more than nine (9) months during any twelve (12) month period due to incarceration is not considered good cause.
4. CHA will consider mitigating circumstances when determining good cause for an extended absence. This section, like all CHA policies, is subject to a Reasonable Accommodation request.

5. The head of household shall be required to remove from the lease any household member who is absent from the apartment without cause for more than three (3) months within thirty (30) days of the failure to satisfy the three (3) month requirement.

# Chapter 9 Transfer Policy

## A. Types and Priorities of Transfers

CHA policy allows four (4) categories of transfers for households: emergency, life threatening conditions, accessibility and reasonable accommodation, and administrative. Transfers are processed according to the order established in the chart below.

Transfer Priority	Circumstances	CHA Required Transfer	Who Initiates?
1. Emergency	CHA determines that apartment or building conditions pose an immediate threat to a household member's life, health or safety	Yes	CHA
2. Life Threatening Conditions*	Upon request of the household, other immediate life-threatening conditions such as crime, domestic violence, hate crimes, medical or disability issues, or other situations that put a household member's life in danger from something other than the condition of the apartment or building	Yes	CHA or Head of Household
3. Reasonable Accommodation & Accessibility	a. A Household that needs the unit features and resides in the property b. A household that needs the unit features and resides in any other CHA development d. CHA has granted a transfer based on a household's request for reasonable accommodation not related to accessibility	No No No	Head of Household Head of Household Head of Household
4. Administrative	a. Permit apartment modernization, rehabilitation and redevelopment b. Over-housed families c. Under-housed families c. Designated Housing: an elderly or disabled household from family to elderly/disabled housing	Yes Yes No. Unless there is a violation of the State Sanitary Code No	CHA CHA CHA or Head of Household Head of Household

\*For life threatening conditions, CHA may request or obtain additional documentation including a threat assessment from a third party, to establish the immediacy severity of the threat.

## **B. MTW Inter-Program Transfers**

When available apartments within the Public Housing inventory are insufficient to meet the household's need, CHA will permit transfers between the Low-Income Public Housing Program to the Housing Choice Voucher Program. Up to twenty-four (24) MTW transfers to and from the voucher program are allowed in each calendar year. Circumstances warranting a MTW Transfer may include but are not limited to:

- Accommodate an under housed household, where a apartment of sufficient size does not exist in CHA's public housing stock;
- accommodate an elderly head of household, who wishes to move from the Housing Choice Voucher Program to designated elderly public housing; and
- accommodate a domestic violence victim when the CHA determines that a housing choice voucher may provide an additional measure to protect the victim's safety.

## **C. Transfer Housing Offers**

1. Transfers are made by priority, date and time alternating between site transfer lists and the citywide, central transfer list for those that cannot be accommodated at the site in which they reside.
2. Scattered site apartments will be offered when available for households who are either over housed or under housed and have been approved for an Administrative Transfer. When a scattered site apartment becomes available, CHA will offer it to the household at the top of the transfer waiting list for that size apartment. First preference will go to approved transfers from within the apartments or sites managed by the same manager (see Appendix 2 for a list of sites by manager). If no approved transfers of the appropriate bedroom size are in the Manager's site portfolio, CHA will offer the scattered site apartment to an approved transfer household from outside the manager's portfolio.

## **D. General Transfer Policies**

1. Households will receive one offer of a transfer. For CHA required transfers (see chart above), refusal of an offer without "good cause" can result in lease termination. For CHA non-required transfers, refusal of an offer without "good cause" will mean the household is removed from the transfer waiting list and cannot re-apply for twelve (12) months. The only exception to this policy is:
  - Households will not be removed from the transfer waiting list if they refuse an offer of a scattered-site apartment; however, they will not be offered another scattered site apartment.
2. Households must be in "good standing" to be eligible for a transfer, which means the household must be in compliance with all lease terms and current on all rent payments or current on a payback agreement. Exceptions to this policy may be made solely by the Executive Director or designee in the following circumstances:
  - In "emergency" circumstances; or
  - for other "mandatory" transfers where CHA has determined that it is in the agency's interest to proceed with the transfer.
3. If conditions occur due to household abuse or neglect (except in cases of fire caused by a household member or guest, as described in the lease), the household may be transferred, but will be charged for damages caused to the apartment and may be subject to eviction. Households not in compliance with their lease at the time of transfer will be required to sign an agreement that the occupancy of the new apartment does not constitute a new tenancy and that grounds for eviction existing prior to transfer are not waived. Refusal to comply with an emergency transfer may be grounds for lease termination and eviction.
4. Households are responsible for all costs associated with transfer moves except for the following:

- CHA will pay the reasonable costs of transfer moves due to “emergency” transfers where CHA determines that apartment or building conditions pose an immediate threat to a household member's life, health or safety. CHA must pre-approve all moving costs or will provide a moving service. CHA will not pay for moves that are a result of an emergency caused by the household member or a guest.
- CHA will pay the reasonable costs of transfer moves due to “administrative” transfers for apartment modernization or community revitalization only. CHA must pre-approve all moving costs.
- CHA will pay \$250.00 for utility reconnections and incidental costs associated with “administrative” transfers due to over-housing within the same site, and \$300.00 for utility reconnections and incidental costs associated with “administrative” transfers due to over-housing when the household moves to a different site.

5. CHA will provide households who are nearing the top of the transfer waiting list with a minimum of thirty (30) days written notice, which specifies the anticipated date of their move and the location of the new apartment. Exceptions to this policy include the following:

- Emergency transfers are not subject to the advance notice requirement.
- Administrative transfers in which a household or household member is in danger from criminal elements or domestic violence is not subject to the advance notice requirement.

6. Households must wait twelve (12) months from initial move-in date before being eligible to apply for a transfer except in cases of Emergency; Life Threatening Conditions; Accessibility and Reasonable Accommodations; and Administrative-Modernization.

## **E. Processing Transfers**

1. Transfer requests will be placed on a site specific or, if applicable, on a centralized transfer waiting list (e.g., when a household needs a bedroom size not found in the property in which they are currently housed) based on the date and time of the initiation of the transfer request by either the head of household or the CHA housing manager. For either household requested or CHA-initiated transfers, the CHA manager will prepare the transfer application and any other necessary paperwork and maintain a waiting list on site.
2. CHA will maintain a centralized transfer waiting list for accessible apartments, as well as a central database of other reasonable accommodations granted and related to apartment moves.
3. Households may use the CHA Grievance Procedure if they are refused the right to transfer or if CHA is requiring them to transfer and they do not want to do so.

## **F. Transfer Waiting List – How it is maintained**

1. CHA keeps a centralized database of all available apartments.
2. CHA keeps a centralized database of all accessible apartments.
3. CHA uses the available apartment databases to determine when, subject to the transfer and unit offer policies described in this ACOP, transfer offers can be made.
4. CHA Operations staff maintains and updates the database.

# Chapter 10 The Lease

## A. General Policy: The Lease

1. The lease is the document that sets out in detail the obligations of the CHA as a landlord, and the obligations of each household member who resides at a CHA site.
2. The community standards of the CHA are embodied in the lease.
3. Household members are informed of the rules of conduct and the program procedures that they are expected to follow.
4. The CHA promises to provide a decent, safe, and sanitary apartment, to respect the household's right to quiet enjoyment, and the household's right to due process in the event of dispute.
5. In the event of conflict between the ACOP and the lease, the provisions of the lease will prevail.

## B. Fees

The lease includes instances when the CHA will charge a household a fee for failing to adhere to the Lease or Lease Addenda. Some examples of fees are:

- Late rent payment fee
- Maintenance fee
- Excess utility usage fee

## **C. Lease Termination**

The lease may be terminated by either the CHA or the head of household at any time in accordance with the lease terms.

## **D. Household-initiated Lease Terminations**

A head of household may terminate tenancy by providing thirty (30) days written notice to CHA as required by the lease.

## **E. CHA-initiated Lease Terminations**

1. CHA will terminate the lease only for serious or repeated violations of the lease.
2. As required in the lease, the CHA will notify the head of household in writing of the proposed lease termination.
  - In the case of a disabled household, the notice will be in the format requested by the household.
  - In the case where the head of household has identified a language other than English, the notice will be in a format consistent with CHA's Limited English Proficiency Policy (See Chapter 11 for CHA's LEP Policy).
3. All notices to terminate will include a description of household grievance rights.

## **F. Eviction Actions**

1. CHA may evict a household from the apartment only by using the applicable legal process.
2. If after filing an eviction action against a household, the CHA obtains a judgment, the household will be liable for Court costs.
3. In deciding whether or not to evict, CHA may choose to consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by the head of household, household member, guest, or other person under the household's control in the offending action and the impact that the eviction would have on household members not involved in the proscribed activity.
4. At its discretion, CHA may permit continued occupancy by remaining household members. CHA may impose a condition that the household members or guests who engaged in the prohibited or criminal activity will neither reside in nor visit the dwelling apartment (see Chapter Eight, D of this ACOP for CHA's policy on guests).

# **Chapter 11 Accessibility Policy and Reasonable Accommodations for Persons with Disabilities/Violence against Women Act Requirements/ Limited English Proficiency Policy**

## **A. Reasonable Accommodation Policy adopted by the CHA Board of Commissioners on April 27, 2011.**

1. The Cambridge Housing Authority (CHA) does not discriminate on the basis of race, color, religion, sex, 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](http://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>).

## **A. 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
- c. 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.

## **B. 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 (i.e., when a public housing tenant has been physically removed from an apartment or a voucher tenant's participation and subsidy has ceased) 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

The requested accommodation or modification must be reasonable. A request is not reasonable if any of the following are true:

a. Undue Administrative Burden on CHA

- i. The request would, if approved, impose an undue administrative burden on CHA. This may mean, for example, that the request would require significantly more staff time than CHA has available.
  
- ii. CHA will determine on a case-by-case basis whether a request would impose an undue administrative burden.
  
- iii. Relevant factors include:
  1. The administrative cost and burden of the requested accommodation in comparison with the administrative time and cost of regular operations;
  2. Limits or availability of CHA's overall staff resources;
  3. The benefits that the accommodation would provide the requester, and
  4. The availability of other, less expensive, alternative accommodations that would effectively meet the requester's disability-related needs.

b. Undue Financial Burden on CHA

- i. The request would, if approved, impose an undue financial burden on CHA. This may mean that the request would cost money that CHA does not have.

- ii. CHA will determine on a case-by-case basis whether a request would impose an undue financial burden.
- iii. Relevant factors include:
  1. The financial cost of the requested accommodation compared with the cost of the regular operation,
  2. Availability and limits of CHA's overall financial resources,
  3. Whether CHA has specifically budgeted money for the purpose and whether any of that money remains for the fiscal period,
  4. The benefits that the accommodation would provide to the requester, and
  5. The availability of other, less expensive, alternative accommodations that would effectively meet the requester's disability-related needs.

c. 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.

## C. Reasonable Accommodation/Modification 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 or modification. 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](http://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/modification 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.

## D. Examples of Reasonable Accommodations/Modifications

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.

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: 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: The CHA found Ronald unqualified for public housing because of poor rent payment history. Ronald demonstrated that he was unable to pay his rent due to a mental illness, but now has a representative payee to help him manage his disability check, rent payments and utility payments. Under these circumstances the CHA may approve Ronald's application.

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

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: Donna, an individual with mobility impairment, is unable to climb stairs and requests that the CHA install an elevator in her building to make her fourth floor CHA apartment. The cost of this accommodation would create an undue financial burden on the CHA making the requested accommodation unreasonable. However, the CHA would offer to relocate Donna to an accessible apartment as soon as possible.

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.

Example: Rachel, a resident residing on the third floor, has a tragic accident that leaves her permanently unable to climb stairs. Rachel requests that the 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 the CHA. As an alternative, the CHA offers to transfer Rachel to the next available first floor apartment.

### 3. Non-compliance

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.

Example: In the case above, Ali makes a second request. In this second request, he asked that his 24-year-old niece reside with him as a Live-in Aide. The 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.

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.

#### 4. Documentation

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.

## **E. Procedure**

1. Applicants or residents may make Reasonable Accommodation/Modification 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](http://www.cambridge-housing.org)). These forms are not required but are preferred.
  - 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/modification 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/modification 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/modification 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.

i. Possible alternatives could include but are not limited to:

- Paying for a less expensive partial accommodation,
- Combining CHA funds with resources from other agencies, programs, or other sources,
- A transfer to a unit that already has the requested features, or
- Waiting until a later time when more funds are available.

ii. Notice shall also include the right to appeal the decision to the Appeals Officer.

iii. 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.

b. 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.
- c. 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
- d. 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/modification request is granted, and an accommodation or modification 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 can not demonstrate good cause for rejecting the offer, the 504/ADA Coordinator will consider the request for reasonable accommodation/modification closed.
  - i. The 504/ADA Coordinator will promptly notify the requestor of the decision to consider the reasonable accommodation/modification 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.

## **F. Appeal Process**

1. An individual who received a denial of a request for reasonable accommodation/modification 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.
2. 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.
3. 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.
4. Once a request is received, an informal hearing shall be scheduled within ten (10) business days.
5. 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.
6. 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 documents<sup>4</sup> that are directly related to the reasonable accommodation or modification 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.

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<sup>4</sup> The term "documents" includes records and regulations.

7. 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.
8. The CHA shall present evidence to support its proposed reasons for denying the reasonable accommodation or modification outlined in its written denial of the individual's request for reasonable accommodation or modification.
9. 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.
10. The Appeals Officer shall not be the person who made the decision in question nor that person's subordinate.
11. 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.
12. 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 or modification to the Appeal Process, but only when new information surfaces which may justify reconsideration of the decision.
13. The CHA is not bound by decisions that are contrary to HUD regulations or requirements or contrary to Federal, State or local law.
14. 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.

15. 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 or modification 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

16. The CHA will not take adverse action against a requestor with a pending reasonable accommodation request if the action relates to the pending request.
17. The 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.

## **G. Third Party Representatives**

1. Any individual with a disability who makes a reasonable accommodation/modification 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/Modification 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/modification, 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/modification request.

## **B. Violence Against Women Act Policy (VAWA) – Policy Document**

### **A) PURPOSE**

1. The purpose of this Policy is to reduce domestic violence, dating violence, and stalking and to prevent homelessness by:
  - a. Protecting the safety of victims;
  - b. creating long-term housing solutions for victims;
  - c. building collaborations among victim service providers; and
  - d. assisting CHA to respond appropriately to the violence while maintaining a safe environment for CHA, employees, resident households, applicant households and others.
2. The Policy will assist the CHA in providing rights under the Violence Against Women Act ("VAWA") to its applicant households, federal public housing households and other program participants.
3. 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 the CHA's Section 8 Administrative Plan.

### **B) MISSION STATEMENT**

1. 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.

## C) DEFINITIONS

1. 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 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:
  - 1) The length of the relationship;
  - 2) the type of relationship; and
  - 3) 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.

#### **D) CERTIFICATION AND CONFIDENTIALITY**

1. HUD Approved Certification
  - a. 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.

- b. 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.
  - c. 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. The CHA will not make contact with the perpetrator if doing so would create a risk of harm to the person claiming abuse.
  - d. If there is reason to believe that the certification is incomplete or inaccurate, the CHA may require additional documentation of the incident. Such documentation shall not place the victim in any danger. The CHA shall work with the victim to identify appropriate sources of documentation.
2. 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:
  - a. 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
  - b. A federal, state, tribal, territorial, local police or court record.
  - c. 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.

3. Failure to Provide Certification

- a. 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. The CHA shall allow reasonable extensions, as determined by the CHA, for submission of certifications for good cause shown.
- b. 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.

4. Confidentiality: CHA, the owner and manager shall keep all information provided to CHA under this Section confidential.

- a. CHA, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:
  - 1) the victim requests or consents to the disclosure in writing;
  - 2) the disclosure is required for:
    - i. Eviction from public housing.
    - ii. Termination of Section 8 assistance; or
    - iii. The disclosure is required by applicable law.

**E) APPROPRIATE BASIS FOR DENIAL OF ADMISSION OR TENANCY**

1. 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.

2. 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.
3. Where the CHA receives adverse information about an applicant or applicant's household member(s) and the applicant is a victim of domestic violence, the 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 the CHA determines that there is such a connection, then the CHA shall disregard the adverse information (provided that the perpetrator will not be part of the applicant household).
4. The 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, the CHA shall allow reasonable alternative forms of verification as determined by the CHA, and shall not ask the applicant to obtain documents not reasonably obtainable, as determined by the CHA. The 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.
5. 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.

6. Notwithstanding Sections E.1., E.2. and E.5. 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.
7. Nothing in Sections E.1., E.2. and E.5. 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.
8. Nothing in Sections E.1., E.2. and E.5. 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.
9. Nothing in Sections E.1., E.2. and E.5. limits CHA's authority to evict or terminate assistance, or deny admission to a program if the 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.
10. Nothing in Sections E.1., E.2. and E.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.
11. A public housing resident household may request a transfer in accordance with the CHA's Transfer Policy to protect their health or safety if the resident household meets the following criteria:

- a. Is a victim under this Policy;
- b. reasonably believes he or she is imminently threatened by harm from further violence if he or she remains in the apartment; and
- c. has complied with all other obligations of the public housing program;
- d. the determination of eligibility for the transfer will be made by the Director of Operations or his/her designee;
- e. 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.

## **F) ACTIONS AGAINST PERPETRATORS**

- 1. CHA may evict, or deny admission to a program or bar a perpetrator from its property under this Policy.
- 2. 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:
  - a. Obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator;
  - b. Obtaining and enforcing an order barring the perpetrator from the property;
  - c. Enforcing CHA or law enforcement's order barring the perpetrator from the property;
  - d. Preventing the delivery of the perpetrator's mail to the victim's unit;
  - e. Providing identifying information listed in D (1)(c) above.; and
  - f. Other reasonable measures.

3. The 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.

#### **G) NOTICE TO APPLICANTS AND RESIDENT HOUSEHOLDS**

1. 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 the CHA to consider mitigating circumstances and to request a reasonable accommodation under the CHA's Reasonable Accommodation Policy.

#### **H) REPORTING REQUIREMENTS**

1. 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.

#### **I) CONFLICT AND SCOPE**

1. 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.

## **C. Limited English Proficiency Policy and Language Assistance Plan – Policy Document Adopted by the CHA Board of Commissioners on February 27, 2008**

### **I. 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, the CHA completed an LEP self assessment.

Using the LEP self assessment as a guide, the 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.

## **II. GOALS OF THE LANGUAGE ASSISTANCE PLAN**

The goals of CHA's Language Assistance Plan include:

- To ensure meaningful access to CHA's public housing and Housing Choice Voucher programs by all eligible individuals regardless of primary language spoken.
- 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.
- To provide written translations of vital documents to LEP individuals in accordance with HUD's "safe harbor" guidelines".
- To ensure that CHA staff are aware of available language assistance services and how these services need to be used when serving LEP individuals.
- To provide for periodic review and updating of language assistance plans and services in accordance with community needs.

## **III. 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	Persons 5 and Older	% Persons 5 and Older	
Total Persons	25,468	100%	Requires Written Translation and Oral Interpretation
Speak only English	16,133	63.3%	
Spanish	2,115	8.3%	
French or Haitian Creole	1,602	6.3%	
Portuguese	1,199	4.7%	
Amharic	463	1.8%	
Chinese	437	1.7%	
Arabic	420	1.6%	
Korean	315	1.2%	
Japanese	250	1%	
Bengali	242	1%	
Other Language Reported (31) or Not Specified	2,292	8.9%	
<b>Total Persons Speaking a Language other than English at Home</b>	<b>9,335</b>	<b>36.7%</b>	
Source: US Census, Decennial Census.			

Requires Written Translation and Oral Interpretation

Requires Oral Interpretation Only

#### **IV. 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's 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 which are considered vital to applicants and/or residents. With respect to these vital documents, CHA will maintain each in all three "threshold" languages.

## **V. 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:

### **A) 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.)

B) Language Assistance Measures

- 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.
- 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 which 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.

- Oral Interpretation – In Person Assistance: In limited instances where telephone interpretation services or the use of bilingual 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. Examples of contacts where in person assistance is likely to be required includes 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 the 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.
- 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 have questions about the appropriateness of allowing family and friends as interpreters, they will consult with CHA's LEP Coordinator for guidance.
- 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.

- 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.

C) 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:

- 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 who regularly interact with CHA clients.
- 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.

D) 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:

- Post LEP notices in CHA's offices and on website: As described in paragraph V.B. above.

- 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.
- 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.
- Inform resident associations of language assistance services.

E) 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:

- Whether there have been any significant changes in the composition or language needs of the LEP population in Cambridge;
- a review to determine if additional vital documents require translation;
- a review of any issues or problems related to serving LEP persons which may have emerged during the past year; and,
- 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 the CHA Board of Commissioners on February 27, 2008.**

# Chapter 12 CHA Community Service Policy

## A. General Requirements

1. As part of the Quality Housing and Work Responsibility Act of 1998, Congress imposed a requirement that all adult household members of federally funded public housing, unless exempted, must perform community service activities or participate in an economic self-sufficiency program to remain eligible for public housing assistance. Therefore, the federal public housing law requires that all non-exempt households must comply with the following Service Requirement:
  - a. Contribute eight (8) hours per month of community service (not including political activity); or
  - b. participate in an economic self-sufficiency program for eight (8) hours per month; or
  - c. perform eight (8) hours of the combined community service and self-sufficiency activities.
2. The following households are exempt from the Community Service requirement:
  - a. Household members who are under eighteen (18) years of age are exempt. The following household members over the age of eighteen are also exempt from this requirement:
    - 1) Household members who are sixty (60) years of age or older.
    - 2) Household members who are blind or disabled as defined in the Social Security Act (Section 216(i)(1) or Section 1614 of the Social Security Act (42 USC 416(i)(1); 1382c).
    - 3) Household members who are the primary care giver of a blind or disabled individual, as defined above.
    - 4) Household members who are engaged in a work activity. Work activities include but are not limited to the following:

- Unsubsidized employment; subsidized private sector employment;
- subsidized public sector employment;
- work experience, including work associated with refurbishing; publicly assisted housing, if sufficient private sector employment is not available;
- on-the-job training;
- job search and job readiness assistance;
- community service programs;
- vocational educational training directly related to employment;
- job skills training directly related to employment;
- education directly related to employment for a household member who has not received a high school diploma or a certificate of high school equivalency;
- satisfactory attendance at a secondary school or higher;
- satisfactory attendance in a course of study leading to a certificate of general equivalence for a household member who has not completed high school or received such a certificate; or
- the provision of childcare services to an individual who is required to fulfill the Service Requirement.

5) Household members who meet the requirements for being exempted from work activity under Part A of Title IV of the Social Security Act (42 USC Section 601 et seq.) or under any other state welfare program, including a State-administered welfare-to-work program.

b. Household member of a household receiving assistance, benefits or services under a State program funded under part A of Title IV of the Social Security Act (42 USC 610 et seq.) or under any other state welfare program, including a State-

administered welfare-to-work program, and who has not been found in non-compliance with that program by the State or other administering entity.

3. CHA's policy is to have households self-certify that they are in compliance with Community Service requirements. This self-certification must be completed by each household at the time of recertification.

# Chapter 13 Pet Policy

## A. General

Except as defined in CHA's Reasonable Accommodation Policy, pets are not permitted in congregate housing or Single Room Occupancy properties. Pets are permitted in CHA's other properties, subject to the policy described below or as defined in CHA's Reasonable Accommodation Policy.

## B. Family Public Housing

The following pets are permitted in family developments only:

1. birds in cages; and
2. fish in aquariums

## C. Elderly/Disabled Housing

The following pet policy applies in senior/disabled developments only:

1. No household may have more than one (1) pet.
  - a. Fish and birds are excluded from the one (1) pet limit.
2. Permitted pets are:

- a. domesticated dogs;
- b. domesticated cats;
- c. birds in cages; and
- d. fish in aquariums

3. Dogs and cats must weigh less than thirty (30) pounds at their adult weight.

- a. CHA may require verification from a veterinarian that a dog or cat's adult weight will not exceed thirty (30) pounds.

4. Dogs and cats must wear a valid animal license, rabies tag and a tag bearing the owner's name, address and phone number.

5. No pets that bite or attack may be kept in CHA properties.

## **D. Application**

1. Households must submit a written request and receive written permission from the CHA Property Manager to bring a dog or cat into a CHA building.
2. The household's written request must provide proof of the following:
  - a. The pet has received all up to date inoculations.
  - b. All dogs must have a current dog license.

- c. All female dogs and cats over the age of eight (8) months must be spayed.
- d. All male dogs and cats over the age of eight (8) months must be neutered.
- e. If health problems prevent spaying neutering within the above timeframe, a veterinarian's certificate satisfactory to CHA will be necessary to allow the pet to into or live in the building.

3. The head of household must sign a lease addendum for a pet to be permitted to reside in a CHA apartment.

4. The household is required to pay a pet deposit. The pet deposit will be \$200 or an amount equal to the first month's rent. In any case the pet deposit will not exceed \$200.

## **E. Registration and Inspection**

- 1. At least one time every two years after the initial approval, the household must register the pet with their CHA manager.
- 2. The household must provide the following information at registration:
  - a. current dog license;
  - b. up-to-date inoculations; and
  - c. verification of spaying or neutering.
- 3. During annual inspections CHA management will make sure that the household apartment is in safe and sanitary condition and that the pet(s) is being cared for.

- a. If damages are observed during the inspection, CHA management will assess charges that the household will be responsible for paying.
- b. Serious violations can result in eviction.

## **F. Pets on CHA Property**

1. Households must not permit any disturbance by a pet which could interfere with the quiet enjoyment of other households whether by loud barking, howling, biting, scratching, chirping or disruptive behaviors.
2. Pets must be restrained on a leash or in a cage at all times when on CHA property, outside the owner's apartment or visiting in the apartment of another household.
  - In elevator buildings, pets must be on a short leash (the hand of the person accompanying the pet will hold the leash within four (4) inches of the collar, or the pet will be carried).
3. Pets are not permitted in common rooms, management offices, including but not limited to:
  - a. community rooms;
  - b. laundry rooms;
  - c. TV rooms;
  - d. kitchens;
  - e. libraries; and
  - f. other areas as determined by management.

4. Pets may not be exercised on CHA property.
5. Guests may not bring pets onto CHA property.
6. Households may not care for pets not recognized and certified by management as described in this ACOP.

## **G. Pet Waste and Sanitation**

1. Households must take adequate precautions to eliminate any pet odors within or around their apartment and maintain the apartment in sanitary condition at all times.
2. Households are responsible for promptly cleaning up pet waste outside of their apartment.
  - a. Pet waste must be disposed of in a designated trash receptacle or area.
  - b. Households may be fined up to \$25.00 for failing to promptly clean up pet waste.
3. A plastic litter box must be maintained in a clean and sanitary manner.
  - a. Litter boxes may only be placed on uncarpeted areas.
  - b. Litter must be changed at least weekly in a sealed plastic bag and disposed of in a designated trash receptacle or area.

## **H. Community Safety and Pet Control**

1. If pets are left unattended for twenty four (24) hours or more, CHA may enter a apartment to remove the pet and transfer it to the caretaker named on the pet rider or to the proper authorities if the caretaker refuses to take the pet. CHA accepts no responsibility for pets removed under these circumstances.
2. If the CHA determines that a pet is a nuisance or threat to the safety or security of the household or property, CHA will require the household to remove the pet within twenty four (24) hours.
3. If the behavior of the pet is determined to be an imminent threat to the health and safety of other households, the CHA may order the pet to be removed within twenty four (24) hours.
4. CHA will have a pet determined as a nuisance or threat removed by City of Cambridge Animal Control if the household fails to have the pet removed within the twenty four (24) hours referenced in F. 2. and 3 above. CHA accepts no responsibility for pets removed under these circumstances.
5. With the exception of F. 1. through F. 4. above, households who violate this Pet Policy are required to have any pets removed from CHA property within thirty (30) days of notice by the CHA. Households violating this Pet Policy may be subject to eviction.

# Appendices

## Appendix 1 - Excluded Income

1. In addition to the income listed in Chapter 5. C. of this ACOP, income also does not include the following:
  - a. Income from the employment of children (including foster children) under the age of 18 years;
  - b. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the household members, who are unable to live alone);
  - c. The special pay to a household member serving in the Armed Forces who is exposed to hostile fire;
  - d. Certain amounts received that are related to participation in the following programs:
    - i. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
    - ii. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
    - iii. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
    - iv. A household services stipend. A household services stipend is a modest amount (not to exceed \$200/month) received by a public housing household for performing a service for the CHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and household initiatives coordination. No household may receive more than one such stipend during the same period of time; and
    - v. Incremental earnings and/or benefits resulting to any household member from participation in qualifying state or

local employment training program (including training programs not affiliated with the local government), and training of household members as CHA staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the CHA;

- e. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- f. Amounts received by the household in the form of refunds or rebates under state or local law for property taxes paid on the dwelling apartment;
- g. Amounts paid by a State agency to a household with a developmentally disabled member living at home to offset the cost of services and equipment needed to keep the developmentally disabled household member at home;
- h. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- i. The value of the allotment provided to an eligible household for benefits under the Food Stamp Act of 1977; 7 USC 2017 (h)
- ii. Payments to volunteers under the Domestic Volunteer Service Act of 1973; 42 USC 5044 (g), 5088
- iii. Examples of programs under this Act include but are not limited to:
  - the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
  - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;

- Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- iv. Payments received under the Alaska Native Claims Settlement Act; 43 USC.1626 (a)
- v. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; 25 USC. 459e
- vi. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; 42 USC 8624 (f)
- vii. Payments received under programs funded in whole or in part under the Job Training Partnership Act; 29 USC 1552 (b)
- viii. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. L. 94-540, 90 Stat. 2503-04
- ix. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- x. Amounts of scholarships funded under Title IV of the Higher Education Act of 1985 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. 20 USC 1087 uu
  - Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- xi. Payments received from programs funded under Title V of the Older Americans Act of 1965: 42 USC 3056 (f)
  - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro

Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

- xii. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- xiii. Payments received under Maine Indian Claims Settlement Act of 1980; 25 USC 1721
- xiv. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990; 42 USC 9858q
- xv. Earned income tax credit refund payments received on or after January 1, 1991 26 USC 32 (j)
- xvi. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- xvii. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- xviii. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
- xix. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and
- xx. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

## Appendix 2 – AMPs/State Sites by Management Office

Family Sites	Program	Management Office
Washington Elms	Federal	Pisani Center 131 Washington Street Cambridge, MA 02139
245 Washington Street	Federal	Phone: (617) 499-7120 Fax: (617) 494-8312
Newtowne Court	Federal	
Corcoran Park	Federal	1 Corcoran Lane Cambridge, MA 02138
Richdale Avenue	Federal	Phone: (617) 449-7141
Lincoln Way	State	Fax: (617) 449-7173
Putnam Gardens	Federal	
River Howard Homes	Federal	64 Magee Street Cambridge, MA 02139
Fairmont Street	Federal	Phone: (617) 499-7111
Centre Street	Federal	Fax: (617) 661-7504
Woodrow Wilson	Federal	
Hingham Street	Federal	
Jefferson Park	Federal/State	1 Jackson Place Cambridge, MA 02140
Jackson Street	Federal	Phone: (617) 499-7140
Whittemore Ave	Federal	Fax: (617) 499-7146
41 Concord Ave	State	
Roosevelt Towers – Low Rise	Federal	
226 Norfolk Street	State	14 Roosevelt Towers Cambridge, MA 02141
Roberts Road	Federal	Phone: (617) 499-7139
Roosevelt Towers – Mid Rise	State	Fax: (617) 864-6520
Willow Street	Federal	

<b>Family Sites (Cont.)</b>	<b>Program</b>	<b>Management Office</b>
87 Armory Street	State	
244 Hampshire Street	State	14 Roosevelt Towers Cambridge, MA 02141
88 Hancock Street	State	Phone: (617) 499-7139 Fax: (617) 864-6520
118 Towbridge Street	State	
32 Mt. Auburn Street	State	64 Magee Street Cambridge, MA 02139

<b>Elderly/Disabled Sites</b>	<b>Program</b>	<b>Management Office</b>
Daniel F. Burns	Federal	
Robert C. Weaver	Federal	
Garfield Street	Federal	50 Churchill Avenue Cambridge, MA 02140
Columbus Ave	Federal	Phone: (617) 499-7153
Seagrave Road	Federal	Fax: (617) 864-3698
Leonard J. Russell	Federal	
Linnaean Street	Federal	
Millers River	Federal	15 Lambert St. Cambridge, MA 02141
Harry S. Truman	Federal	Phone: (617) 499-7154
Putnam School	State	Fax: (617) 499-7198
Lyndon B. Johnson	Federal	150 Erie Street
Valentine Street	Federal	Cambridge, MA 02139
2 Chestnut Street	State	Phone: (617) 499-7162
20 Chestnut Street	State	Fax: (617) 497-9442

<b>Elderly/Disabled Sites (Cont.)</b>	<b>Program</b>	<b>Management Office</b>
Frank J. Manning	Federal	237 Franklin Avenue Cambridge, MA 02139 Phone: (617) 864-3388 Fax: (617) 499-7020
Jackson Gardens	State	
Inman Street	Federal	
2353 Massachusetts Avenue	State	1 Jackson Place Cambridge, MA 02140
15 Ware Street	State	14 Roosevelt Towers Cambridge, MA 02141 Phone: (617) 499-7139 Fax: (617) 864-6520