

**CAMBRIDGE HOUSING AUTHORITY
APARTMENT LEASE**

This Agreement made and entered into this _____ day of _____, 19____, between the Cambridge Housing Authority ("CHA") and _____ ("RESIDENT(S)").

THE APARTMENT: RESIDENTS, RENT AND UTILITIES

1. The CHA leases to the RESIDENT and RESIDENT leases from the CHA, apartment number _____ at _____ starting the _____ day of _____ 19____ at a monthly rental of \$_____. Rent and apartment size in public housing are determined by family size, family income and other eligibility requirements pursuant to federal, state and CHA rules.

2. RESIDENT shall have the right to exclusive use and occupancy of the leased apartment. The apartment shall be used solely as the primary, private dwelling of RESIDENT's household and RESIDENT agrees not to use or permit its use for any other purpose. However, in family developments only, RESIDENT may use the premises to provide day care services if and only if written permission is obtained from the CHA, said permission to be granted if RESIDENT's tenancy is in good standing and (1) the RESIDENT obtains and keeps current a license for such purpose from the Office for Children or its successor agency or Department; (2) RESIDENT provides CHA with proof of insurance to cover the risks associated with the daycare facility; and (3) RESIDENT signs an agreement to hold the CHA harmless from all risks associated with the operation of the daycare facility. Other profitmaking activity may be permitted, with written approval of the CHA, if it is secondary to the use of the apartment as RESIDENT'S primary residence.

RESIDENT shall not assign nor sublet the apartment, nor provide accommodations for boarders or lodgers. The apartment may be occupied only by those individuals specifically named on the last page of the lease or named on a subsequent lease addendum. RESIDENT shall not permit any guest to remain more than thirty days in any annual period. RESIDENT shall not permit the apartment to be occupied by anyone else (except such temporary guests or a child born to or legally adopted by RESIDENT) without first obtaining, on each occasion, the assent in writing of the CHA, which assent shall not be unreasonably denied. In the event that the Head of Household vacates the apartment (for reasons including, but not limited to, divorce, separation, or death) and is not evicted, this lease is automatically terminated. A designated member of the remaining household may become the Head of Household (and sign a new lease for the premises) only if that member is an adult listed on the most recent lease addendum and has not violated the lease. A person who is not listed on the most recent lease addendum or who has broken the lease is not eligible to become the leaseholding head of household.

3. The monthly rental includes the cost of all heat, hot and cold water, provision of a kitchen range, refrigerator and fresh lock in working order on the day of occupancy, and the following utilities: _____. The CHA shall furnish such utilities and services at reasonable times and in reasonable amounts, except in the case of accident, or restriction by city, state or federal regulations or during necessary repairs and except for causes beyond the control of the CHA. RESIDENT shall be responsible for the provision and cost of the following utilities: _____. Where the CHA provides electricity RESIDENT shall pay the following monthly charge for the use of each air conditioner: _____. RESIDENT may request an exemption from this surcharge by presenting medical documentation indicating air conditioning is required for a proven, specific medical reason. The CHA shall honor all reasonable requests for an exemption from the air conditioning surcharge.

4. Rent shall be payable monthly in advance on or before the first calendar day of each month to the CHA. The CHA agrees to allow RESIDENT to establish a different rent payment day or to pay rent twice a month if the RESIDENT shows good cause. The CHA agrees to accept RESIDENT'S monthly rent payment without regard to any other charge owed by RESIDENT to the CHA.

ANNUAL AND INTERIM RENT AND APARTMENT SIZE REDETERMINATIONS

5. In accordance with state and federal law and regulation, the CHA shall redetermine and adjust RESIDENT'S monthly rent and continued eligibility at least once annually (annual re-determination). The redetermination process will be timed so that the new annual rent will become effective on the first day of the month that represents the month RESIDENT first moved into CHA housing. RESIDENT will receive a written notice confirming this new rent after each redetermination. Said notice shall explain RESIDENT'S right to and method of obtaining a grievance hearing.

6. The CHA shall redetermine and adjust RESIDENT'S monthly rent more than once annually (an interim redetermination) under the following circumstances: (a) RESIDENT reports and verifies a decrease in household income; (b) RESIDENT receives CHA permission to add a person to the lease; or (c) for a RESIDENT of state-assisted housing the monthly gross income of RESIDENT'S household increases by ten percent (10%) or more over the amount reported at the most recent annual rent redetermination. Rent decreases shall be effective on the first rent payment day after RESIDENT provides verification detailing the decrease in household income. Rent increases shall be effective on the first rent payment day of the first month that begins more than thirty days after the increase in household income. If a RESIDENT of state-assisted housing fails to report an increase of ten percent (10%) or more per month in gross income, and such increase is later

discovered, the new rent will be imposed retroactively back to the first month that began more than thirty days after the increase in household income.

7. The CHA shall mail, at least sixty days prior to the beginning of the month that contains the anniversary of the effective date of RESIDENT'S first lease with the CHA, an information packet reminding RESIDENT of the need to complete the annual redetermination process. Said packet shall contain wage and welfare verification forms to assist RESIDENT in gathering the information needed to complete the redetermination. It is anticipated that within thirty days of receiving this packet RESIDENT will have gathered the necessary information and meet with his manager so that the redetermination can be calculated. It is anticipated RESIDENT will thus have thirty days notice of the new rent prior to its effective date. However, absent gross negligence by the CHA or failure to mail the packet 60 days in advance, the new rent will become effective on the first rent payment day of the anniversary month, regardless of whether the redetermination is completed before or after that date. RESIDENT agrees to furnish the CHA all information, verification of information, and certifications concerning present and anticipated household income and composition necessary to complete the redetermination. Household income to be reported includes all types of income and benefits of each member of the household, including minors. RESIDENT agrees to pay to the CHA any rent which should have been paid and would have been billed but for (a) RESIDENT'S misrepresentation or concealment of any information which should have been furnished to the CHA in RESIDENT'S application for housing or in any subsequent redetermination; (b) RESIDENT'S failure to supply redetermination information requested by the CHA; (c) RESIDENT'S failure to report an addition to the household; or (d) RESIDENT'S failure to report any increase at any time of more than 10% in household income. RESIDENT agrees to abide by the CHA's rules for rapid and accurate rent redetermination.

8. The CHA shall evaluate RESIDENT'S household composition at the time of the annual or interim redetermination and determine whether RESIDENT'S apartment is the appropriate size and type according to federal, state, and CHA rules and regulations. If the CHA finds that the apartment size or type is no longer appropriate, RESIDENT agrees to cooperate with the CHA in vacating the leased apartment and moving to another apartment that is appropriate. The CHA and RESIDENT shall execute a new lease for this apartment. Refusal to transfer within a reasonable period of time to any appropriate unit offered by the CHA shall be grounds for eviction. No one will be transferred to another development if there is an available vacant apartment that is appropriate in the RESIDENT'S own development.

INSPECTIONS AND CHA ENTRY DURING TENANCY

9. The CHA and RESIDENT and/or RESIDENT'S representative shall inspect the apartment prior to RESIDENT'S moving in. The CHA shall furnish the RESIDENT with a written statement of the condition of the apartment and the equipment provided with the apartment. The CHA and RESIDENT shall sign the statement and a copy of the statement shall be retained by the CHA in RESIDENT'S file. The CHA and RESIDENT and/or RESIDENT'S representative (unless RESIDENT vacates without notice to the CHA) shall inspect the apartment at the time RESIDENT moves out. The CHA shall furnish the RESIDENT with a written statement of the condition of the apartment and equipment, and of any charges to be made in accordance with Paragraphs 13 and 20 of this lease.

10. The CHA has the right and obligation to conduct annual inspections of the leased apartment, except during the first year of occupancy after construction or major rehabilitation, the CHA shall have the right to conduct no more than three construction-related inspections. The CHA has the right to conduct other inspections for other reasons after giving proper notice. RESIDENT need not permit the CHA to enter the apartment unless the CHA has provided RESIDENT a written notice specifying the purpose and date of the CHA entry at least two days before such entry. The RESIDENT shall have the right to reschedule routine inspections to a more convenient time, provided he or she contacts the manager prior to the scheduled time of the inspection and agrees to another day and time within ten days of the originally scheduled inspection. However, the CHA may enter the leased apartment at any time without advance notification when there is reasonable cause to believe an emergency exists. An emergency condition is a condition which poses an immediate danger to the life, health, or safety of a person or of significant damage to property, including but not limited to leaking gas, leaking water (particularly into areas adjacent to an apartment), open flames, or smoke, and medical illness of a resident who may not be able to call for help. In the event that RESIDENT and all other adult members of the RESIDENT'S household are absent from the apartment at the time of entry, the CHA shall leave at the apartment a written statement specifying the date, time and purpose of the entry prior to leaving the apartment. In the event that a non-emergency repair is necessary, the CHA and RESIDENT will cooperate in scheduling a mutually acceptable time for such repair, to the extent the CHA has flexibility in scheduling the appropriate person's time.

CHA'S OBLIGATIONS

11. The CHA agrees to permit RESIDENT to quietly and peaceably enjoy the apartment and to respect RESIDENT'S right to privacy. Further, the CHA agrees to neither interfere with RESIDENT'S rights to freedom of speech and association, nor inhibit RESIDENT'S right to organize or join a tenant organization which may engage in collective

bargaining concerning the management and maintenance of public housing with the CHA.

12. The CHA agrees to maintain the apartment and the development in decent, safe and sanitary condition, and to comply with the requirements of the State Sanitary Code, Building Code, and other state and federal regulations materially affecting health and safety. The CHA shall keep the development's exterior and structure, facilities and common areas (not otherwise assigned to RESIDENT for maintenance and up-keep) in a clean and safe condition. The CHA shall maintain in good safe working order and condition the electrical, plumbing, sanitary, heating, ventilating, and other facilities (including elevators), supplied or required to be supplied by the CHA. To the extent operating funds are determined to be available, CHA agrees to paint common areas and RESIDENT'S apartment on a cycle agreed to by the CHA and the Tenant Senate. The CHA recognizes its obligation to keep outdoor wheelchair access ramps clear of snow.

13. The CHA shall at all times make necessary repairs and replacements to the leased apartment. Repair (possibly limited to temporary repair) of defects which pose an immediate and serious threat to health or safety of the RESIDENT household, which danger cannot reasonably be avoided by the members of the RESIDENT household, shall be made within 24 hours after notification of the CHA during the work week and 36 hours after notification during the remainder of the week. Examples of such defects are: no heat during winter months; unabated flooding and any electrical damage resulting from such flooding; ununlockable front and rear doors to apartment; and blocked toilet fixtures. Repair of defects or damage which create a hazard to health or safety shall be made within 72 hours. If the defect or damage was caused by RESIDENT, RESIDENT'S household or guests, the CHA shall repair and shall charge the reasonable cost of said repair to the RESIDENT.

14. The CHA agrees to provide twenty-four hour emergency repair service. This service is not available for ordinary repairs or routine lockouts.

15. The CHA shall provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual household) for the deposit of garbage and other waste removed from the leased apartment by RESIDENT in accordance with Paragraph 19.

16. In the event repairs of defects which pose an immediate and serious threat to the health or safety of RESIDENT'S household are not or cannot be made within the time periods specified in Paragraph 13, the CHA shall offer RESIDENT standard alternative accommodations (with reasonable moving costs at the CHA's expense) provided that the defect was not caused by RESIDENT, members of RESIDENT'S household, or guests. In the event that repairs are not made nor reasonable

alternative accommodations provided, RESIDENT shall have the right to abate his/her monthly rent in proportion to the seriousness of the defect or damage and loss in value to the dwelling unit, except the RESIDENT shall not abate the rent if RESIDENT was offered and rejected alternative accommodations or if the defect or damage was caused by the RESIDENT, RESIDENT'S household or guests. If RESIDENT accepts alternative accommodations, RESIDENT shall have the right to return to the vacated apartment as soon as repairs are completed.

RESIDENT'S OBLIGATIONS

17. RESIDENT agrees to report to CHA management within seven (7) days all increases in income and all changes in size of household, and to pay the adjusted rent as provided in this lease. RESIDENT further agrees to properly and accurately complete all necessary continued occupancy forms, and to provide verification of such information to management within thirty (30) days of receipt of such forms and/or request for verification.

18. RESIDENT agrees to comply with all obligations imposed upon residents of leased apartments by applicable provisions of the State Sanitary Code, Building Code and other state and federal regulations materially affecting health and safety. RESIDENT shall not paint, paper or alter the leased apartment without the prior written consent of the CHA development manager. RESIDENT agrees not to waste utilities furnished by the CHA. RESIDENT further agrees to use only in a reasonable manner and not for any improper or unauthorized purposes all electrical, plumbing, sanitary, heating, ventilation, air-conditioning equipment (including kitchen stoves and refrigerators) and other facilities (including elevators). RESIDENT shall leave the leased apartment and equipment in good, clean and tenantable condition, reasonable wear and tear excepted. Any RESIDENT who causes damage to CHA property by the misuse of the facilities, fixtures or equipment shall bear the costs of necessary repairs. RESIDENT agrees to immediately notify the CHA of any defects or damages which need repair. RESIDENT agrees not to harass any CHA employee, or interfere with their duly authorized work.

19. RESIDENT shall maintain the apartment and other such areas as may be assigned for RESIDENT'S exclusive use in a clean and safe condition. RESIDENT shall keep the leased apartment and equipment and fixtures therein in good order and condition, reasonable wear and tear and damage by unavoidable casualty excepted. RESIDENT shall dispose of all garbage, and other waste from the apartment in a safe and sanitary manner, in proper receptacles provided by the CHA, and in accordance with the rules and regulations of the CHA. RESIDENT agrees to comply with rules and regulations required by the City of Cambridge's recycling program. Except for elderly developments,

RESIDENT shall be responsible for cleaning the common hallways on a rotating basis with other residents living in the doorway, in accordance with the rules and regulations of the CHA. However, in each family development, the Tenant Council, in conjunction with the CHA, may establish alternative methods of cleaning hallways and commonways. In family developments, RESIDENTS who are frail elderly or have physical disabilities will not be required to perform hallway cleaning.

20. RESIDENT shall refrain from and cause other members of the household and guests of the RESIDENT'S household to refrain from destroying, defacing, damaging, or removing any part of the apartment or common areas in the development. RESIDENT agrees to pay reasonable charges (other than for wear and tear) for all labor and materials necessary for the repair of damages to the leased apartment, equipment, and fixtures therein, development buildings, or facilities or common areas caused by RESIDENT, other members of the household or guests of the RESIDENT'S household. The CHA shall provide RESIDENT a written bill listing the repairs and costs thereof. If the charges are more than minimal, the RESIDENT may request, and the CHA agrees to negotiate, a payment plan to cover the charges. The CHA will maintain a uniform price list for common repairs, and will post the list in development offices.

21. RESIDENT shall conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not disturb his neighbors' rights, comfort, safety, or peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition. Neither the RESIDENT, nor members of the household, nor guests of any member of the household, shall engage in or permit illegal, noisy, or otherwise offensive use of the leased apartment or common areas that threatens the health, safety or right to peaceful enjoyment of the public housing premises by other residents. Neither the RESIDENT, nor any member of the RESIDENT'S household, nor any guest or other person under the RESIDENT'S control, shall engage in any drug related criminal activity on or near CHA property. Any activity in violation of this paragraph shall be grounds for termination of this lease.

TERMINATION OF THE LEASE

22. RESIDENT may terminate this lease at any time by giving the CHA thirty (30) days written notice on any day of the month.

23. The CHA may terminate this lease only upon RESIDENT'S serious or repeated violation of a material agreement of this lease, or rules and regulations incorporated herein. Examples of material

agreements are: (a) RESIDENT'S agreements to make payments due under the lease; (b) RESIDENT'S agreements to maintain the apartment, not to interfere with the rights of other residents, not to create or maintain a threat to the health or safety of other residents, and not to damage the apartment or the development; and (c) RESIDENT'S agreements to cooperate with the CHA with respect to rent redetermination, and vacating of inappropriate apartments, pursuant to Paragraphs 6 and 8, or other practices necessary for the sound management of public housing developments. The CHA may also terminate the lease if it discovers that the RESIDENT misrepresented any material information requested by the CHA as part of the RESIDENT'S application for public housing or continued occupancy recertifications. The CHA may terminate this agreement by giving RESIDENT written notice on any day of the month of: (a) fourteen (14) days in the case of failure, refusal or neglect to pay rent; and (b) thirty (30) days in all other cases. The notice of termination shall state the reasons for the termination. The notice shall inform the RESIDENT of available sources of advice including legal aid agencies, the Tenant Senate, and the local Tenant Council President, with phone numbers.

24. No RESIDENT shall be served a notice of termination unless within a reasonable amount of time prior thereto the CHA through its authorized representative had, or used reasonable efforts to attempt to arrange a face-to-face meeting, or, if not possible for RESIDENT, a telephone conversation with RESIDENT to discuss the reasons for eviction. At the conference, the CHA representative and the RESIDENT shall discuss any aspect of the proposed termination, and RESIDENT may make any explanation or reply as he may wish. The CHA shall summarize the results of the conference in writing. If the CHA intends to proceed with an eviction, it will inform RESIDENT of the right to a Grievance Hearing unless the CHA intends to seek a waiver of the Grievance Panel pursuant to M.G.L. c.121B, s.32, as it may from time to time be amended. If RESIDENT fails to appear at the conference, and fails to make arrangements within five days to reschedule the conference, the CHA may proceed with termination of tenancy as set forth in this lease without further notifying RESIDENT of RESIDENT'S right to request a hearing under the Grievance Procedure.

25. If RESIDENT properly requests a Grievance hearing and the Hearing Panel upholds the decision to terminate the tenancy, the CHA shall not serve a notice of termination prior to mailing or serving a copy of the panel decision to the RESIDENT. If the Grievance Panel has waived the Grievance Hearing, as provided for by state and federal law, the RESIDENT will be informed of that fact when served with the notice of termination. The CHA reserves the right to charge RESIDENT any costs associated with legal action undertaken to terminate the tenancy when the CHA obtains a favorable judgement.

ADDITIONAL PROVISIONS

26. The RESIDENT agrees to abide by and conform to such necessary and reasonable rules and regulations as from time to time shall be established by the CHA after consultation with the Tenant Senate and Local Tenant Councils for the benefit, comfort, convenience and well-being of the housing development and all the residents, and for the safety, care, cleanliness, and orderly conduct of the leased apartment. A rule or regulation may not be inconsistent with this lease. Such rules and regulations shall be posted in the development management office and are incorporated by reference in this lease. Rules and regulations may be established for areas such as: operation and parking of motor vehicles, rubbish and trash disposal, charges for opening locked doors due to misplaced or forgotten keys and other such service charges, method of paying rent, recreational use by adults and children of common areas, use of exterior clothes drying lines, procedures for obtaining approval for painting, redecorating or altering. Air-conditioners and other major appliances shall be installed according to CHA rules and regulations.

27. No receptacles, vehicles, bicycles, baby carriages, garbage, refuse or other articles or obstructions shall be placed in the halls or other common areas or passageways. No gasoline or gasoline powered equipment shall be stored by RESIDENT in the leased apartment or in any CHA building. The CHA reserves the right to remove such articles which, in its judgement, in the event of an emergency such as a fire or the need for ambulance service, would obstruct egress or ingress in a doorway or wheelchair access ramps.

28. No dogs, cats or other animals and pets shall be kept in or upon the leased premises except birds kept in cages and fish kept in aquariums, except a dog lawfully in the apartment prior to March 1, 1982 and registered with the CHA prior to April 9, 1982. An exception to this paragraph may be made by the Director of Management on behalf of a handicapped individual. Such an exception must be in writing. If allowed, each RESIDENT with a pet will abide by any special rules pertaining to pets in his/her development. State and federal elderly developments are exempted from this provision, but are subject to the specific pet rules applicable to these buildings.

29. In the event that a lock to the apartment is not in normal working order the CHA shall, within forty-eight hours following receipt of notice from RESIDENT of such condition, repair or replace such lock. If a door to an apartment can not be locked or secured it will be repaired in the course of the work shift during which it is reported to the CHA or during the immediately following working shift. Locks shall not be changed, altered or replaced by RESIDENT nor shall new locks be added.

30. All personal property in any part of the building within the control of the RESIDENT shall be at the sole risk of the RESIDENT. The CHA shall not be liable for damages to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, or elevators, while in the leased apartment or in any storage space in the building which is not caused by the negligence of the CHA, its employees, or agents. RESIDENT understands and agrees that it shall be the RESIDENT'S own obligation to insure his personal property.

31. Except as specifically provided for in other paragraphs of this lease: (a) notices to the RESIDENT shall be in writing and delivered to RESIDENT or to a responsible adult member of RESIDENT'S household residing in the apartment or sent by prepaid first-class mail, properly addressed; and (b) notices to the CHA shall be in writing, delivered to the development management office or CHA Central Office or sent prepaid first-class mail, properly addressed.

32. If RESIDENT'S apartment is made uninhabitable by fire or other major casualty not caused by RESIDENT, or RESIDENT'S household or guest, the CHA shall sign a lease with RESIDENT for the first available similar apartment. If no apartment is available within RESIDENT'S development and RESIDENT must move to another development, RESIDENT shall have the right to return to the first available apartment in his/her development or the vacated apartment as soon as repairs are completed. RESIDENT shall have priority over all applicants for public housing, including emergency applicants. If a fire or other major casualty is caused by the recklessness or negligence of the RESIDENT or members of the RESIDENT'S household or guests, then this lease shall automatically terminate and the CHA shall not be required to sign a lease with the RESIDENT for another apartment.

33. Schedules of special charges for services and repairs, and rules and regulations which are incorporated in this lease by reference shall be publicly posted in a conspicuous manner in the development management office and shall be furnished to RESIDENT upon request.

34. The terms of this lease, schedules of special charges for services, repairs and utilities, and rules and regulations incorporated in the lease by reference may be modified, as permitted by federal, state or CHA rules and regulations, by the CHA from time to time in the future provided that the CHA shall give (a) at least sixty (60) days written notice in the case of lease changes; and (b) thirty (30) days written notice in the case of rent changes (unless other provisions in Paragraphs 5-7 apply), the schedule of special charges, or CHA rules and regulations. The notice to RESIDENT shall set forth the proposed modification, the reasons therefor, and provide

the RESIDENT an opportunity to present written comments which shall be taken into consideration by the CHA prior to the proposed modifications becoming effective. A copy of such notice shall be: (a) delivered directly or mailed to RESIDENT; or (b) posted in at least three (3) conspicuous places within each building, doorway or structure where dwelling units are located, as well as in a conspicuous place at the development management office. All changes in this lease and the rules and regulations incorporated herein shall be negotiated with the Tenant Senate as required by state and federal laws. However, changes in this lease required by state or federal law or regulation will be implemented by the CHA upon sixty days notice by the CHA to all RESIDENTS but are not subject to negotiation.

35. Modifications of this lease shall be confirmed as soon as practical by a written rider to the lease executed by both parties, except for changes in schedules for special charges, and rules and regulations incorporated herein by reference.

36. The masculine and feminine terms in this lease are used interchangeably and the words "he", "his", and "him", and "she", "hers", and "her" where applicable shall apply to CHA or RESIDENT regardless of sex or number. If more than one party signs as RESIDENT hereunder, the covenants, conditions, and agreements herein of the RESIDENT shall be the joint and several obligations of each such party, and references to RESIDENT shall be read as references to RESIDENTS.

37. RESIDENT and CHA agree that all disputes concerning the obligations of RESIDENT or the CHA shall be resolved in accordance with the CHA'S grievance procedures, to the extent applicable, a copy of which shall be given to RESIDENT as of the date hereof.

38. The waiver of one breach of any term, condition, covenant, obligation, or agreement of this lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

39. The individual designated by the RESIDENT as Head of Household shall be responsible for requesting changes of locks, repairs and receiving notices.

40. (ADDITIONAL PROVISIONS)

CHA expressly reserves any rights under any pending eviction action, does not hereby waive any pre-termination notices or notices to quit or any other document which has been served in the course of terminating a tenancy, does not reinstate any tenancy and does not waive any grounds to proceed with eviction which exist on the date of this agreement, regardless of whether any steps to initiate a termination of tenancy or eviction have yet been taken. Any rent owing to the Cambridge Housing Authority prior to this date shall continue to be owed, and is not waived.

IN WITNESS WHEREOF, the said parties hereunto on this ____ day of _____, 19____, set their hands.

CAMBRIDGE HOUSING AUTHORITY:

RESIDENTS:

HEAD OF RESIDENT HOUSEHOLD

SPOUSE

The leased premises shall be occupied only by the following specifically named individuals (except as otherwise provided for in this lease):

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

THE OWNER OF THE LEASED PREMISES IS THE CAMBRIDGE HOUSING AUTHORITY ("CHA"). THE CHA CENTRAL OFFICE IS LOCATED AT 270 GREEN STREET, AND ITS SWITCHBOARD NO. IS (617) 864-3020. THE TDD NUMBER IS 1-800-545-1833 EXT. 112. THE EXECUTIVE DIRECTOR OF THE CHA, DANIEL J. WUENSCHER, IS AUTHORIZED TO RECEIVE NOTICE OF VIOLATIONS OF LAW BY THE CAMBRIDGE HOUSING AUTHORITY AND TO ACCEPT SERVICE OF PROCESS ON BEHALF OF THE OWNER. HE IS LOCATED AT THE CHA'S CENTRAL OFFICE.

**CAMBRIDGE HOUSING AUTHORITY
GRIEVANCE PROCEDURE**

PART A: RIGHT TO A HEARING

1. **Applicability:** This grievance procedure shall be applicable to all individual grievances between a resident and the Cambridge Housing Authority ("CHA"). A grievance is any dispute which a resident may have with respect to CHA action or failure to act in accordance with the individual resident's lease or CHA rules and regulations which adversely affects the individual resident's rights, duties, welfare or status. The CHA shall take no administrative or court action against any resident involving any matter pending before the Hearing Panel until the resident has received notification of the Hearing Panel's final decision on the matter.

2. **Complainant:** A complainant is any resident who has a dispute with respect to the CHA's action or failure to act in accordance with the resident's lease or CHA rules and regulations which adversely affects that resident's rights, duties, welfare or status and whose grievance is presented to the CHA in accordance with Part A, Sections 4 and 5.

3. **Limitations on Applicability of the Grievance Procedure:** This grievance procedure shall not apply to disputes between residents not involving the CHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes. (Establishing policy is the responsibility of the CHA Board of Commissioners and at its direction the CHA staff in cooperation with Local Tenant Councils and the Tenant Senate.) Further, this grievance procedure is not available to residents of the CHA's Low Rent Housing Homeownership Opportunities Program (Turnkey III), or the CHA's Section 8 Existing Housing Assistance Payment Program.

4. **Informal Settlement:** Any grievance shall be personally presented, either orally or in writing, to the CHA office or to the management office at the development in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. (Complainants who are unable to come to either office without difficulty may request that a CHA representative come to their apartment.) A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the resident and one retained in the CHA's resident file. The summary shall specify the names of the participants, date of meeting, the nature of the proposed disposition of the complaint by the CHA, and the specific reasons therefor, and shall specify the procedures by which a hearing may be obtained if the resident is not satisfied with the proposed disposition.

5. **Procedure to Obtain a Hearing:** If dissatisfied with the proposed disposition of the grievance, the complainant shall submit a written request for a hearing to the CHA's Office of the General Counsel at 270 Green Street, Cambridge, within a reasonable time after receipt of the summary of discussion pursuant to Part A, Section 4. The written request shall specify: (a) the reasons for the grievance; and (b) the action or relief sought.

6. **Failure to Request a Hearing:** If the complainant does not request a hearing in accordance with Part A, Section 5, then the CHA's disposition of the grievance under Part A, Section 4 shall become final. Provided, the failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest the CHA's action in disposing of the complaint in an appropriate judicial proceeding.

7. **Scheduling of Hearing:** Upon complainant's compliance with Part A, Sections 4 and 5, a hearing shall promptly be scheduled by the Hearing Panel. A written notification specifying the time, place and the procedure governing the hearing shall be delivered to the complainant no less than five (5) working days prior to the time the hearing is scheduled. If the time scheduled by the Hearing Panel is not convenient for the resident, he/she may request either the CHA or the Chairperson of the Hearing Panel to reschedule the hearing to a more reasonably convenient time, which request shall not unreasonably be denied.

PART B: PROCEDURE GOVERNING THE HEARING

1. **The Hearing:** The hearing shall be held before the Hearing Panel. The hearing shall be private unless the complainant requests a public hearing, in which case the hearing shall be public. (At a private hearing resident may be accompanied by three persons of his choosing.) The Hearing Panel shall require the CHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly manner. Failure to comply with the directions of the Hearing Panel to obtain order will result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

2. **Continuances: Failure to Appear:** Hearings may be continued by the Chairperson of the Hearing Panel at the request of either the CHA or resident for good cause, such as illness or other unavoidable absence of a party or witness; or by agreement of the CHA and resident. If the complainant or the CHA fails to appear at a scheduled hearing, the Hearing Panel may make a determination to postpone a hearing for a period not to exceed five (5) working days or may make a determination that the party has waived his right to a hearing. Both the complainant and the CHA shall be notified of the determination by the Hearing Panel. Provided, that the determination that the complainant has waived his rights to a hearing shall not constitute a waiver of any right the complainant may have to contest the CHA's disposition of the grievance in an appropriate judicial proceeding.

3. **Access to Resident's File:** The complainant shall have the opportunity to examine before the hearing and, at the expense of the complainant, copy all documents, records and regulations of the CHA that are relevant to the hearing and any documentation not so made available after request therefore by the complainant may not be relied on by the CHA at the hearing except as provided in Part B, Section 6.

4. **Record of Hearing:** The CHA at its expense shall tape record the hearing. The tapes shall be kept by the CHA in a confidential manner. Only the CHA, members of the Hearing Panel and the complainant (or his or her representative) shall have access to the tapes.

5. **Conduct of the Hearing:** The hearing shall be conducted informally by the Hearing Panel and oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. At the hearing the complainant must first make a showing of an entitlement to the relief sought and thereafter the CHA must sustain the burden of justifying the CHA action or failure to act against which the complaint is directed. The complainant shall have the right to present evidence and argument in support of his/her complaint, to contradict evidence relied on by the CHA, and to confront and cross-examine all witnesses on whose testimony or information the CHA relies, except as provided in Part B, Section 6.

6. **Threats to Safety:** The complainant or the CHA may request the opportunity to present to the Hearing Panel in camera (in closed, private session) testimony of witnesses or documentary information if disclosure of the identity of the person or persons providing the testimony or information may trigger a substantial threat to his/her safety or property. The Hearing Panel shall evaluate the offer of testimony or information and shall consider in its decision the nature of the testimony or information, its reliability, and the prior conduct of the individual(s) whose future conduct is potentially threatening. If the Hearing Panel grants the request and accepts the testimony or information in camera, it shall issue a written opinion which shall contain the reasons supporting its decision, a summary of the evidence, and an evaluation of the reliability of the evidence. The minimum amount of evidence necessary to protect the safety or property of the source shall be kept confidential. The Hearing Panel shall determine who is to be present at the in camera hearing when the witnesses or documentary information is accepted into evidence.

7. **Rendering of a Decision:** The Hearing Panel may render a decision without proceeding with the hearing if the Hearing Panel determines that the issue has been previously decided in another proceeding.

PART C: DECISION OF HEARING PANEL

1. **The Decision:** The Hearing Panel shall prepare a written decision with the reasons therefor within a reasonable time after the hearing. Three votes shall be necessary for any decision by the Hearing Panel. The decision shall be based solely and exclusively upon the facts presented at the hearing, except if expert written evidence was offered at the hearing the Hearing Panel may contact the expert after the hearing for the purpose of verifying the written evidence. Any information obtained thereby shall be set forth in the decision of the Hearing Panel. A copy of the decision shall be sent to the CHA, the complainant, and placed in the CHA's resident file.

2. **Implementation of Hearing Panel Decision:** The decision of the Hearing Panel shall be binding on the CHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the CHA Board of Commissioners determines to the contrary within a reasonable time, and promptly notifies the complainant of its determination that: (a) a grievance does not concern CHA action or failure to act in accordance with or involving the complainant's lease or CHA rules or regulations, which adversely affects the complainant's rights, duties, welfare, or status; or (b) the decision of the Hearing Panel is contrary to applicable federal, state or local law, HUD (for federally-aided developments) or DCA (for state-aided developments) regulations, or requirements of the Annual Contributions Contract between HUD (for federally-aided developments) and the CHA or the Contract for Financial Assistance between DCA (for state-aided developments) and the CHA. In cases involving complainants residing in state-aided developments, if the CHA Board of Commissioners reverses a decision of the Hearing Panel which was in a complainant's favor, complainant may appeal to the Secretary of the Executive Office of Communities and Development. This appeal must be in writing and must be filed within fifteen (15) working days from the date complainant receives a copy of the CHA Board of Commissioners' decision. The appeal must set forth the reasons why the decision of the Hearing Panel should be affirmed or why the CHA Board of Commissioners acted arbitrarily, exceeded its authority, or violated state law of Department of Community Affairs regulations. Complainant should provide a copy of this appeal to the CHA, concurrently. The Secretary, or his designee, shall within fifteen (15) working days, notify the complainant and the CHA Board of Commissioners in writing of its decision on the appeal and the specific reasons for decision.

3. **Court Action:** A decision by the Panel or CHA Board of Commissioners in favor of the CHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

4. **Record Keeping of Decision:** A copy of each decision of the Hearing Panel, with all names and identifying references deleted, shall be maintained on file by the CHA Office of the General Counsel and made available for public inspection.

PART D: COMPOSITION OF THE HEARING PANEL, RULES AND REGULATIONS FOR HEARINGS, ETC.

1. **Composition:** The Hearing Panel shall consist of two representatives of the CHA, who shall serve on a regular basis, two representatives of the Tenant Senate designated by the Tenant Senate President or specifically elected by the Tenant Senate for such purpose, and one impartial person. The CHA and the Tenant Senate may also designate an alternative member to serve in the absence or disqualification of a permanent member. The impartial person shall be selected through negotiations by and between the Tenant Senate and the CHA. If, after discussion, the CHA and Tenant Senate cannot select an impartial person either party may submit the matter for binding arbitration to the Center for Dispute Settlement of the American Arbitration Association. The CHA and the Tenant Senate may each submit up to three names to the representative of the Center for Dispute Settlement who shall select the impartial person from these lists or take any other action as he/she may deem appropriate. The cost for the services of the Center for Dispute Settlement shall be paid by the CHA. The impartial person shall serve as the Chairperson of the Hearing Panel.

2. **Terms and Vacancies:** The members of the Hearing Panel shall serve for one year and may be selected by the same process used for initial designation to serve consecutive terms. Vacancies shall be filled by the same process used for designating the original permanent members.

3. **Disqualification:** No member of the Hearing Panel shall hear a grievance if he/she resides in the same development as the complainant, is a relative of the complainant, is personally involved in the grievance at issue, or if it is otherwise inappropriate for him/her to adjudicate the pending grievance. All matters relating to disqualification of a member shall be decided by the Chairperson. If the qualifications of the Chairperson are at issue, he/she may be disqualified solely by unanimous vote of the remaining four members.

4. **Rules and Regulations of the Hearing Panel:** The Hearing Panel may make such rules and regulations as necessary for its efficient and effective operations. Such rules and regulations may not be inconsistent with this Procedure. The CHA shall provide space, supplies, and clerical staff as reasonably requested by the Hearing Panel.