

Annual PHA Plan <i>(Standard PHAs and Troubled PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 03/31/2024

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

Applicability. The Form HUD-50075-ST is to be completed annually by **STANDARD PHAs or TROUBLED PHAs**. PHAs that meet the definition of a High Performer PHA, Small PHA, HCV-Only PHA or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A. PHA Information.					
A.1	PHA Name: Boston Housing Authority PHA Code: MA002 PHA Type: ☒ Standard PHA ☐ Troubled PHA PHA Plan for Fiscal Year Beginning: (MM/YYYY): 04/2025 PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units 7985 Number of Housing Choice Vouchers (HCVs) 16,651 Total Combined Units/Vouchers 24,636 PHA Plan Submission Type: ☐ Annual Submission ☒ Revised Annual Submission Plan Amendment 1				
	Availability of Information. PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.				
	The specific location(s) where the public may obtain copies of the PHA Plan, Plan Elements and information about the public hearing are: BHA main administrative office, 52 Chauncy Street, Boston, MA 02111, www.bostonhousing.org, and resident councils. The BHA placed an advertisement in the Boston Globe notifying the public of the Public Hearing and where to locate Plan documents.				
	☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)				
	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program
				PH	HCV
Lead PHA:					

B.	Plan Elements					
B.1	Revision of Existing PHA Plan Elements. (a) Have the following PHA Plan elements been revised by the PHA? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Operation and Management. ☐ ☒ Grievance Procedures. ☐ ☒ Homeownership Programs. ☐ ☒ Community Service and Self-Sufficiency Programs. ☐ ☒ Safety and Crime Prevention. ☐ ☒ Pet Policy. ☐ ☒ Asset Management. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification (b) If the PHA answered yes for any element, describe the revisions for each revised element(s): See attached Plan Supplement for B.1 Revision of PHA Plan Elements (ma002a01). In addition, BHA is attaching to the Annual Plan: • • Leased Housing Administrative Plan (ma002f01) (redlined) with summary • Admissions and Continued Occupancy Policy (ma002g01) (redlined) with summary (c) The PHA must submit its Deconcentration Policy for Field Office review.					
B.2	New Activities. (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☐ ☒ Hope VI or Choice Neighborhoods. ☐ ☒ Mixed Finance Modernization or Development. ☐ ☒ Demolition and/or Disposition. ☐ ☒ Designated Housing for Elderly and/or Disabled Families. ☐ ☒ Conversion of Public Housing to Tenant-Based Assistance. ☐ ☒ Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD. ☐ ☒ Occupancy by Over-Income Families. ☐ ☒ Occupancy by Police Officers. ☐ ☒ Non-Smoking Policies. ☐ ☒ Project-Based Vouchers. ☐ ☒ Units with Approved Vacancies for Modernization. ☐ ☒ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan. Please see Plan Supplement, ma002a01.					
B.3	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan. Five-Year Plan was submitted with annual plan in January and was approved in April 2025..					

B.4	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. Ongoing capital improvements include, but not limited to, roof replacements, heating and domestic hot water (DHW) systems replacements or improvements, heating plant decentralizations, façade repairs, elevator systems upgrades and improvements, and Life Safety Improvements (replacing repairing fire alarm, fire pumps and fire protections systems) per the most recent 5-Year Action Plan in EPIC approved <u>5/29/2024</u>. The proposed Five-Year Action Plan (FY2025-2029) was available during the Annual Plan public comment and hearing period and will be submitted for HUD approval when the ACC becomes available later this year.
B.5	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N ☐ ☒ (b) If yes, please describe:
C.	Other Document and/or Certification Requirements.
C.1	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) have comments to the PHA Plan? Y N ☒ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. See attached Responses to Comments, (ma002h01); available with final amendment submission.
C.2	Certification by State or Local Officials. Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. See attached, HUD 50077-SL signed by Mayor Wu of City of Boston(ma002i01); available with final amendment submission.
C.3	Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan. See attached, HUD 50077-ST-HCV-HP signed by BHA Administrator Bok (ma002i01); available with final amendment submission.
C.4	Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y N ☐ ☒ If yes, include Challenged Elements.
C.5	Troubled PHA. (a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place? Y N N/A ☐ ☐ ☒ (b) If yes, please describe:

D.	Affirmatively Furthering Fair Housing (AFFH).				
D.1	Affirmatively Furthering Fair Housing (AFFH). Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item. BHA is not yet required to submit an AFH, so the new requirements do not apply. However, BHA continues to fulfill the requirements at 24 CFR 903.7(o)(3): <u>"which means that it (BHA) examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions."</u> <table border="1" data-bbox="180 653 1453 873"> <tr> <td data-bbox="180 653 1453 695">Fair Housing Goal:</td> </tr> <tr> <td data-bbox="180 695 1453 873"><u>Describe fair housing strategies and actions to achieve the goal</u></td> </tr> </table> <table border="1" data-bbox="180 898 1453 1066"> <tr> <td data-bbox="180 898 1453 940">Fair Housing Goal:</td> </tr> <tr> <td data-bbox="180 940 1453 1066"><u>Describe fair housing strategies and actions to achieve the goal</u></td> </tr> </table>	Fair Housing Goal:	<u>Describe fair housing strategies and actions to achieve the goal</u>	Fair Housing Goal:	<u>Describe fair housing strategies and actions to achieve the goal</u>
Fair Housing Goal:					
<u>Describe fair housing strategies and actions to achieve the goal</u>					
Fair Housing Goal:					
<u>Describe fair housing strategies and actions to achieve the goal</u>					



A home for every story

ADMISSIONS AND CONTINUED
OCCUPANCY POLICY (ACOP)
FOR
BHA PUBLIC HOUSING
PROGRAMS

Effective:

August~~pril~~ 1, 2025

CONTENTS

CHAPTER 1: INTRODUCTION AND GENERAL POLICY.....	ERROR! BOOKMARK NOT DEFINED.
1.1 INTRODUCTION	ERROR! BOOKMARK NOT DEFINED.
1.2 STATEMENT OF NONDISCRIMINATION.....	ERROR! BOOKMARK NOT DEFINED.
1.2.1 Compliance with Federal and State Laws	Error! Bookmark not defined.
1.2.2 Civil Rights and Fair Housing	Error! Bookmark not defined.
1.2.3 Fair Admissions	Error! Bookmark not defined.
1.2.4 Reasonable Accommodations.....	Error! Bookmark not defined.
1.2.5 Records of Applications for Admission and Transfer	Error! Bookmark not defined.
1.2.6 Records of Apartments Offered	Error! Bookmark not defined.
1.2.7 Applicant/Transfer Applicant Appeal Procedure	Error! Bookmark not defined.
1.3 DOMESTIC VIOLENCE.....	ERROR! BOOKMARK NOT DEFINED.
1.4 ACCESSIBILITY AND PLAIN LANGUAGE	ERROR! BOOKMARK NOT DEFINED.
1.4.1 Accessible Facilities and Programs.....	Error! Bookmark not defined.
1.4.2 Plain Language Paperwork.....	Error! Bookmark not defined.
1.4.3 Forms of Communication other than Plain Language Paperwork	Error! Bookmark not defined.
1.4.4 English Language Ability.....	Error! Bookmark not defined.
1.5 INCOME MIXING AND DECONCENTRATION (FEDERAL ONLY)	ERROR! BOOKMARK NOT DEFINED.
1.5.1 Definitions.....	Error! Bookmark not defined.
1.5.2 Income-Mixing	Error! Bookmark not defined.
1.5.3 Deconcentration	Error! Bookmark not defined.
1.5.4 Monitoring.....	Error! Bookmark not defined.
1.6 CIVIL RIGHTS PROTECTION PLAN.....	ERROR! BOOKMARK NOT DEFINED.
CHAPTER 2: MARKETING AND OUTREACH.....	ERROR! BOOKMARK NOT DEFINED.
2.1 MARKETING POLICY	ERROR! BOOKMARK NOT DEFINED.
2.1.1 Marketing Purposes	Error! Bookmark not defined.
2.2 MARKETING REQUIREMENTS	ERROR! BOOKMARK NOT DEFINED.
2.2.1 Fair Housing	Error! Bookmark not defined.
2.2.2 Accurate Descriptions	Error! Bookmark not defined.
2.2.3 Plain Language	Error! Bookmark not defined.
2.2.4 Eligibility.....	Error! Bookmark not defined.
2.2.5 Reasonable Accommodations and Structural Modifications	Error! Bookmark not defined.
2.3 MARKETING AND OUTREACH STRATEGIES.....	ERROR! BOOKMARK NOT DEFINED.
2.3.1 When BHA Will Market Apartments.....	Error! Bookmark not defined.
CHAPTER 3: APPLICATION SUBMISSION	ERROR! BOOKMARK NOT DEFINED.
3.1 APPLICATION	ERROR! BOOKMARK NOT DEFINED.
3.2 DEVELOPMENT CHOICE.....	ERROR! BOOKMARK NOT DEFINED.
3.2.1 Monitoring	Error! Bookmark not defined.
3.2.2 Remedial Action	Error! Bookmark not defined.
3.3 PROCESSING APPLICATIONS FOR ADMISSION	ERROR! BOOKMARK NOT DEFINED.
3.3.1 Processing	Error! Bookmark not defined.
3.3.2 Communication Regarding Applications	Error! Bookmark not defined.
3.3.3 Waiting List Updates	Error! Bookmark not defined.
CHAPTER 4: ESTABLISHING AND MAINTAINING WAITING LISTS	ERROR! BOOKMARK NOT DEFINED.
4.1 WAITING LIST MANAGEMENT FOR STATE PUBLIC HOUSING	ERROR! BOOKMARK NOT DEFINED.

4.1.1	Organization of the Waiting Lists.....	Error! Bookmark not defined.
4.2	<i>WAITING LIST MANAGEMENT FOR FEDERAL PUBLIC HOUSING</i>	ERROR! BOOKMARK NOT DEFINED.
4.2.1	Organization of the Waiting Lists.....	Error! Bookmark not defined.
4.2.2	Opening and Closing Waiting Lists (Federal Programs Only).....	Error! Bookmark not defined.
4.2.3	Removal of an Application from a Waiting List (Federal Programs Only).....	Error! Bookmark not defined.
4.3	<i>APPLICANT APPEALS – INFORMAL HEARINGS</i>	ERROR! BOOKMARK NOT DEFINED.
4.3.1	Requirements of Denial or Withdrawal Notice.....	Error! Bookmark not defined.
4.3.2	Scheduling the Informal Hearing.....	Error! Bookmark not defined.
4.3.3	Applicant Rights during the Informal Hearing.....	Error! Bookmark not defined.
4.3.4	Informal Hearing Decisions	Error! Bookmark not defined.
4.4	<i>PRIORITIES AND PREFERENCES FOR FEDERAL PROGRAMS</i>	ERROR! BOOKMARK NOT DEFINED.
4.4.1	Definitions.....	Error! Bookmark not defined.
4.4.2	Points for Priorities and Preferences.....	Error! Bookmark not defined.
4.5	<i>PRIORITY CATEGORIES AND VERIFICATION REQUIREMENTS</i>	ERROR! BOOKMARK NOT DEFINED.
4.5.1	Transfers	Error! Bookmark not defined.
4.5.2	Supported Housing Programs	Error! Bookmark not defined.
4.5.3	Super Priority	Error! Bookmark not defined.
4.5.4	Priority 1 for Federal Housing Programs (“P1”)	Error! Bookmark not defined.
4.5.5	Priority 1 Displaced Categories	Error! Bookmark not defined.
4.5.6	Priority 1 Homeless for Non-State Program.....	Error! Bookmark not defined.
4.5.7	Standard (no Priority) Applicants.....	Error! Bookmark not defined.
4.5.8	Housing Situation for State Programs.....	Error! Bookmark not defined.
4.6	<i>PREFERENCES</i>	ERROR! BOOKMARK NOT DEFINED.
4.6.1	Veterans Preference	Error! Bookmark not defined.
4.6.2	Disabled Non-Elderly Persons	Error! Bookmark not defined.
4.6.3	Designated Housing Preference.....	Error! Bookmark not defined.
4.6.4	Displaced Boston Tenant Preference.....	Error! Bookmark not defined.
4.6.5	Residency Preference.....	Error! Bookmark not defined.
4.7	<i>APARTMENT FEATURES CONSIDERED</i>	ERROR! BOOKMARK NOT DEFINED.
4.8	<i>CHANGES IN PRIORITY AND/OR PREFERENCE</i>	ERROR! BOOKMARK NOT DEFINED.
4.9	<i>APPLICANT FAMILY BREAK-UP POLICY</i>	ERROR! BOOKMARK NOT DEFINED.
4.9.1	Split between Head and Co-Head of Household.....	Error! Bookmark not defined.
4.9.2	Applicant Family Break Up for Minor Households.....	Error! Bookmark not defined.
CHAPTER 5:	DETERMINATION OF ELIGIBILITY	ERROR! BOOKMARK NOT DEFINED.
5.1	<i>ELIGIBILITY</i>	ERROR! BOOKMARK NOT DEFINED.
5.1.1	Threshold Eligibility Requirements	Error! Bookmark not defined.
5.1.2	Eligibility Determination	Error! Bookmark not defined.
5.2	<i>VERIFICATION GENERALLY</i>	ERROR! BOOKMARK NOT DEFINED.
5.2.1	Documentation	Error! Bookmark not defined.
5.2.2	Applicant Release of Information	Error! Bookmark not defined.
5.2.3	Verification Order of Preference for Federal Programs.....	Error! Bookmark not defined.
5.2.4	Verification Timelines	Error! Bookmark not defined.
5.2.5	BHA Right to Request Additional Verification.....	Error! Bookmark not defined.
5.3	<i>VERIFICATION OF FAMILY COMPOSITION</i>	ERROR! BOOKMARK NOT DEFINED.
5.3.1	Photo identification	Error! Bookmark not defined.
5.3.2	Proof of Birth.....	Error! Bookmark not defined.
5.3.3	Proof of Relationships.....	Error! Bookmark not defined.
5.3.4	Social Security Numbers.....	Error! Bookmark not defined.
5.3.5	Verification of Student Status	Error! Bookmark not defined.
5.3.6	Verification of Disability	Error! Bookmark not defined.
5.3.7	Verification of Need for Special Unit Features.....	Error! Bookmark not defined.

5.3.8	Verification of Citizenship Status (Federal Programs Only)	Error! Bookmark not defined.
5.4	VERIFICATION OF INCOME AND DEDUCTIONS	ERROR! BOOKMARK NOT DEFINED.
5.4.1	Income from Employment	Error! Bookmark not defined.
5.4.2	Income from governmental agencies	Error! Bookmark not defined.
5.4.3	Income from Retirement Accounts.....	Error! Bookmark not defined.
5.4.4	Income from the operation of a business or profession.....	Error! Bookmark not defined.
5.4.5	Zero Income	Error! Bookmark not defined.
5.4.6	Child Support, alimony, regular gifts and gambling proceeds	Error! Bookmark not defined.
5.4.7	Income from Assets.....	Error! Bookmark not defined.
5.4.8	Verification of childcare expenses or care of disabled household member deductions	Error! Bookmark not defined.
	Bookmark not defined.	
5.4.9	Verification Medical Deductions.....	Error! Bookmark not defined.
5.4.10	Permissive Deduction in Excess of Monthly Stipend.....	Error! Bookmark not defined.
5.4.11	Income Exclusions.....	Error! Bookmark not defined.
5.5	SCREENING FOR SUITABILITY	ERROR! BOOKMARK NOT DEFINED.
5.5.1	Purpose of Suitability Screening	Error! Bookmark not defined.
5.5.2	Housing History	Error! Bookmark not defined.
5.5.3	Criminal History.....	Error! Bookmark not defined.
5.5.4	Evaluation of Screening Criteria.....	Error! Bookmark not defined.
5.5.5	Rehabilitation and Mitigating Circumstances.....	Error! Bookmark not defined.
5.5.6	Outcome of Screening Process	Error! Bookmark not defined.
5.6	PERSONAL CARE ATTENDANTS (PCAs) / LIVE-IN AIDES.....	ERROR! BOOKMARK NOT DEFINED.
5.6.1	Definition	Error! Bookmark not defined.
5.6.2	Policy on Addition of a licensed PCA or Live-in Aide to the Household	Error! Bookmark not defined.
	defined.	
	CHAPTER 6: ASSIGNMENTS AND OFFERS	ERROR! BOOKMARK NOT DEFINED.
6.1	APARTMENT OCCUPANCY GUIDELINES.....	ERROR! BOOKMARK NOT DEFINED.
6.1.1	Occupation by Households of Appropriate Size	Error! Bookmark not defined.
6.1.2	Table of Occupancy Standards	Error! Bookmark not defined.
6.1.3	Apartment Assignments	Error! Bookmark not defined.
6.2	OFFERS.....	ERROR! BOOKMARK NOT DEFINED.
6.2.1	Allocation of Offers to Different Applicant Types.....	Error! Bookmark not defined.
6.2.2	Offers of Accessible Apartments.....	Error! Bookmark not defined.
6.2.3	Acceptance or Rejection of an Offer	Error! Bookmark not defined.
6.2.4	Good Cause or Reasonable Accommodation	Error! Bookmark not defined.
	CHAPTER 7: TRANSFERS.....	ERROR! BOOKMARK NOT DEFINED.
7.1	TRANSFER CATEGORIES.....	ERROR! BOOKMARK NOT DEFINED.
7.1.1	Administrative Transfer	Error! Bookmark not defined.
7.1.2	Special Circumstances.....	Error! Bookmark not defined.
7.2	TRANSFER PROCESS	ERROR! BOOKMARK NOT DEFINED.
7.2.1	Resident Initiated Transfer	Error! Bookmark not defined.
7.2.2	BHA Initiated Transfer	Error! Bookmark not defined.
7.2.3	Transfer Review Process.....	Error! Bookmark not defined.
7.3	GOOD CAUSE OR REASONABLE ACCOMMODATION.....	ERROR! BOOKMARK NOT DEFINED.
7.4	VERIFICATION OF REASON FOR TRANSFER.....	ERROR! BOOKMARK NOT DEFINED.
7.5	DENIAL OF TRANSFER REQUESTS	ERROR! BOOKMARK NOT DEFINED.
7.6	TRANSFERS ON A WAITING LIST/AMP.....	ERROR! BOOKMARK NOT DEFINED.
7.7	ON-SITE UNDER OR OVER HOUSED TRANSFER APARTMENT ASSIGNMENTS	ERROR! BOOKMARK NOT DEFINED.
7.8	TRANSFER AT RESIDENTS EXPENSE.....	ERROR! BOOKMARK NOT DEFINED.
7.9	TRANSFER WAIVER/REASONABLE ACCOMMODATION	ERROR! BOOKMARK NOT DEFINED.
7.10	CONTINUED OCCUPANCY FOR VETERANS.....	ERROR! BOOKMARK NOT DEFINED.
7.11	REJECTION OF APPROVED TRANSFER BY RESIDENT.....	ERROR! BOOKMARK NOT DEFINED.

7.11.1	Special Circumstances and Administrative Transfers	<i>Error! Bookmark not defined.</i>
7.11.2	On-Site Under or Over Housed Transfers	<i>Error! Bookmark not defined.</i>
CHAPTER 8: RESIDUAL TENANCY POLICY.....		ERROR! BOOKMARK NOT DEFINED.
8.1	QUALIFICATIONS FOR RESIDUAL TENANCY	ERROR! BOOKMARK NOT DEFINED.
8.2	DIVORCE, SEPARATION OR PROTECTIVE ORDER	ERROR! BOOKMARK NOT DEFINED.
8.3	RESIDUAL TENANCY AND INCOME	ERROR! BOOKMARK NOT DEFINED.
8.4	RENT DURING USE AND OCCUPANCY PERIOD.....	ERROR! BOOKMARK NOT DEFINED.
8.5	LIMITATIONS OF POLICY	ERROR! BOOKMARK NOT DEFINED.
8.6	RESIDUAL TENANCY – RIGHT OF APPEAL	ERROR! BOOKMARK NOT DEFINED.
CHAPTER 9: OTHER OCCUPANCY PROVISIONS		ERROR! BOOKMARK NOT DEFINED.
9.1	LEASE PROVISIONS.....	ERROR! BOOKMARK NOT DEFINED.
9.1.1	Leasing of Apartments	<i>Error! Bookmark not defined.</i>
9.1.2	Length of Lease	<i>Error! Bookmark not defined.</i>
9.1.3	Additions to the Lease.....	<i>Error! Bookmark not defined.</i>
9.1.4	Other Occupancy Provisions.....	<i>Error! Bookmark not defined.</i>
9.2	ANNUAL RECERTIFICATIONS.....	ERROR! BOOKMARK NOT DEFINED.
9.2.1	Annual Recertification Requirement.....	<i>Error! Bookmark not defined.</i>
9.2.2	Responding to BHA Requests for Information	<i>Error! Bookmark not defined.</i>
9.2.3	Fraud or Misrepresentation	<i>Error! Bookmark not defined.</i>
9.2.4	Imputed Welfare Income.....	<i>Error! Bookmark not defined.</i>
9.2.5	Zero Income Family	<i>Error! Bookmark not defined.</i>
9.2.6	Effective Date of Rent Share Change.....	<i>Error! Bookmark not defined.</i>
9.2.7	Notice of Rent Share Change	<i>Error! Bookmark not defined.</i>
9.2.8	Choice of Rent Calculation Method.....	<i>Error! Bookmark not defined.</i>
9.3.1	Circumstances Requiring an Interim Recertification (Federal Programs).....	<i>Error! Bookmark not defined.</i>
9.4	OVER-INCOME	ERROR! BOOKMARK NOT DEFINED.
9.5	USE OF HUD'S ENTERPRISE INCOME VERIFICATION (EIV) SYSTEM (FEDERAL ONLY) ...	ERROR! BOOKMARK NOT DEFINED.
9.5.1	Required Use of EIV.....	<i>Error! Bookmark not defined.</i>
9.6	SELF-SUFFICIENCY INCOME EXCLUSIONS.....	ERROR! BOOKMARK NOT DEFINED.
9.6.1	Employment After Unemployment.....	<i>Error! Bookmark not defined.</i>
9.6.2	Income Increase After Training.....	<i>Error! Bookmark not defined.</i>
9.6.3	Income Increase After Receiving Welfare.....	<i>Error! Bookmark not defined.</i>
9.7	COMMUNITY SERVICE AND ECONOMIC SELF-SUFFICIENCY POLICY (APPLICABLE TO FEDERAL DEVELOPMENTS/AMPS ONLY)	ERROR! BOOKMARK NOT DEFINED.
9.7.1	Definitions.....	<i>Error! Bookmark not defined.</i>
9.7.2	Notification of Residents.....	<i>Error! Bookmark not defined.</i>
9.7.3	Exemptions.....	<i>Error! Bookmark not defined.</i>
9.7.4	Initial Determination of Exemption	<i>Error! Bookmark not defined.</i>
9.7.5	Continuing Determination of Exemption and Compliance	<i>Error! Bookmark not defined.</i>
9.7.6	Non-Compliance.....	<i>Error! Bookmark not defined.</i>
9.7.7	Documentation	<i>Error! Bookmark not defined.</i>
9.7.8	Grievance Procedure.....	<i>Error! Bookmark not defined.</i>
9.7.9	Prohibition Against the Replacement of Employees.....	<i>Error! Bookmark not defined.</i>
9.7.10	Third Party Coordinating.....	<i>Error! Bookmark not defined.</i>
9.8	INSPECTIONS.....	ERROR! BOOKMARK NOT DEFINED.
9.8.1	Pre-Occupancy Inspections.....	<i>Error! Bookmark not defined.</i>
9.8.2	Annual Inspections.....	<i>Error! Bookmark not defined.</i>
9.8.3	Move-Out Inspection	<i>Error! Bookmark not defined.</i>
9.9	LEASE TERMINATION PROCEDURES	ERROR! BOOKMARK NOT DEFINED.
9.9.1	Recordkeeping Requirements for Lease Termination.....	<i>Error! Bookmark not defined.</i>

CHAPTER 10: MISCELLANEOUS PROVISIONS	ERROR! BOOKMARK NOT DEFINED.
10.1 DEPROGRAMMING APARTMENTS	ERROR! BOOKMARK NOT DEFINED.
10.2 SUPPORTED HOUSING PROGRAMS	ERROR! BOOKMARK NOT DEFINED.
10.2.1 Social Service Agreements.....	Error! Bookmark not defined.
10.2.2 Apartment/Development/AMP Designations.....	Error! Bookmark not defined.
10.3 DESIGNATED HOUSING PROGRAM	ERROR! BOOKMARK NOT DEFINED.
10.3.1 Plan Description	Error! Bookmark not defined.
10.3.2 Development/AMP Designation	Error! Bookmark not defined.
10.4 RESIDENT CUSTODIANS AND SPECIAL ASSIGNMENT LABORERS	ERROR! BOOKMARK NOT DEFINED.
10.4.1 Rules Governing Residency	Error! Bookmark not defined.
10.4.2 Admission as Residents	Error! Bookmark not defined.
10.5 OCCUPANCY BY POLICE OFFICERS (FEDERAL DEVELOPMENTS/AMPS ONLY).....	ERROR! BOOKMARK NOT DEFINED.
10.5.1 Definition of Police Officer	Error! Bookmark not defined.
10.5.2 Purpose of Policy.....	Error! Bookmark not defined.
10.5.3 Terms of Tenancy for Police Officers	Error! Bookmark not defined.
10.5.4 Apartments to be Occupied by Police Officers	Error! Bookmark not defined.
10.6 PET POLICY.....	ERROR! BOOKMARK NOT DEFINED.
10.7 POLICY WAIVERS	ERROR! BOOKMARK NOT DEFINED.
10.7.1 ACOP Waivers.....	Error! Bookmark not defined.
10.7.2 Waiver of State Regulation	Error! Bookmark not defined.
10.8 NON-SMOKING POLICY.....	ERROR! BOOKMARK NOT DEFINED.
CHAPTER 11: DEFINITIONS.....	ERROR! BOOKMARK NOT DEFINED.
Accessible Route	Error! Bookmark not defined.
Accessible Apartment	Error! Bookmark not defined.
Adaptable	Error! Bookmark not defined.
Administrator	Error! Bookmark not defined.
Alteration	Error! Bookmark not defined.
Asset Management Project (AMP).....	Error! Bookmark not defined.
Apartment	Error! Bookmark not defined.
Applicant	Error! Bookmark not defined.
Appeals.....	Error! Bookmark not defined.
Applicant Information Briefing Session.....	Error! Bookmark not defined.
Area Median Income (AMI).....	Error! Bookmark not defined.
Assets	Error! Bookmark not defined.
Boston Resident	Error! Bookmark not defined.
CHAMP	Error! Bookmark not defined.
Co-Head of Household	Error! Bookmark not defined.
Department of Housing and Community Development (DHCD).....	Error! Bookmark not defined.
Dependent	Error! Bookmark not defined.
Development.....	Error! Bookmark not defined.
Disabled Person.....	Error! Bookmark not defined.
Disabled Person (For Eligibility in State-Aided Housing).....	Error! Bookmark not defined.
Disabled Person (For Eligibility in Federally-Assisted Housing).....	Error! Bookmark not defined.
Elderly Household	Error! Bookmark not defined.
Elderly Person	Error! Bookmark not defined.
Eligible.....	Error! Bookmark not defined.
Eligible Household.....	Error! Bookmark not defined.
Eligible Non-Citizen Status	Error! Bookmark not defined.
Emancipated Minor.....	Error! Bookmark not defined.
Fair Housing Act	Error! Bookmark not defined.
Family	Error! Bookmark not defined.

Federally-assisted Housing.....	<i>Error! Bookmark not defined.</i>
Full-time Student.....	<i>Error! Bookmark not defined.</i>
Good Cause	<i>Error! Bookmark not defined.</i>
Good Standing.....	<i>Error! Bookmark not defined.</i>
Grievance	<i>Error! Bookmark not defined.</i>
Head of Household.....	<i>Error! Bookmark not defined.</i>
Household	<i>Error! Bookmark not defined.</i>
Household Member	<i>Error! Bookmark not defined.</i>
Home Visit.....	<i>Error! Bookmark not defined.</i>
HUD (U.S. Department of Housing & Urban Development)	<i>Error! Bookmark not defined.</i>
Imputed Welfare Income	<i>Error! Bookmark not defined.</i>
Last Permanent Residence.....	<i>Error! Bookmark not defined.</i>
Lease	<i>Error! Bookmark not defined.</i>
Minor.....	<i>Error! Bookmark not defined.</i>
Mitigating Circumstances.....	<i>Error! Bookmark not defined.</i>
Mixed Family.....	<i>Error! Bookmark not defined.</i>
National.....	<i>Error! Bookmark not defined.</i>
Non-Citizen.....	<i>Error! Bookmark not defined.</i>
Admissions Department.....	<i>Error! Bookmark not defined.</i>
Overcrowded.....	<i>Error! Bookmark not defined.</i>
Over-housed.....	<i>Error! Bookmark not defined.</i>
Personal Care Attendant (PCA).....	<i>Error! Bookmark not defined.</i>
Police Officer.....	<i>Error! Bookmark not defined.</i>
Preference.....	<i>Error! Bookmark not defined.</i>
Priority.....	<i>Error! Bookmark not defined.</i>
Qualified	<i>Error! Bookmark not defined.</i>
Qualified Healthcare Provider.....	<i>Error! Bookmark not defined.</i>
Rapid Re-Housing Assistance	<i>Error! Bookmark not defined.</i>
Reasonable Accommodation	<i>Error! Bookmark not defined.</i>
Reasonable Modification	<i>Error! Bookmark not defined.</i>
Residual Tenancy Applicant	<i>Error! Bookmark not defined.</i>
Residual Tenant.....	<i>Error! Bookmark not defined.</i>
Non-Smoking.....	<i>Error! Bookmark not defined.</i>
State-Aided Housing.....	<i>Error! Bookmark not defined.</i>
Temporary Housing.....	<i>Error! Bookmark not defined.</i>
Tenant Status Review (TSR).....	<i>Error! Bookmark not defined.</i>
Transitional Housing Assistance.....	<i>Error! Bookmark not defined.</i>
Transitional Housing Assistance.....	<i>Error! Bookmark not defined.</i>
Unauthorized Occupants.....	<i>Error! Bookmark not defined.</i>
Under-housed	<i>Error! Bookmark not defined.</i>
Uniform Federal Accessibility Standards.....	<i>Error! Bookmark not defined.</i>
Use and Occupancy Agreement.....	<i>Error! Bookmark not defined.</i>
Utilities	<i>Error! Bookmark not defined.</i>
Vacancy Action Form.....	<i>Error! Bookmark not defined.</i>
Vacate Date	<i>Error! Bookmark not defined.</i>
Veteran.....	<i>Error! Bookmark not defined.</i>
Veterans' Preference	<i>Error! Bookmark not defined.</i>

CHAPTER 1: INTRODUCTION AND GENERAL POLICY

1.1 Introduction

Boston Housing Authority's Mission Statement: It is the mission of the Boston Housing Authority ("BHA" or "the Authority") to provide stable, quality affordable housing for low- and moderate-income persons; to deliver these services with integrity and mutual accountability; and to create living environments, which serve as catalysts for the transformation from dependence to economic self-sufficiency.

This Admissions and Continued Occupancy Policy (ACOP) describes the admission, occupancy and transfer policies by which the BHA determines eligibility for admission, selects prospective residents, assigns apartments, admits residents, and processes transfers, in a fair and nondiscriminatory manner.

This ACOP is applicable to BHA Public Housing Developments only. The BHA has additional housing units within its portfolio. Application information for those sites is on the BHA website.

1.2 Statement of Nondiscrimination

1.2.1 Compliance with Federal and State Laws

It is the policy of the BHA to comply fully with existing Federal and State laws¹ protecting the individual rights of applicants, residents, or staff and any laws subsequently enacted.

1.2.2 Civil Rights and Fair Housing

The Authority does not discriminate because of race, color, sex, sexual orientation, gender identity, religion, age, handicap, disability, national origin, ethnicity, familial status or marital status, in the leasing, rental, sale or transfer of apartments, buildings, and related facilities, including land that it owns or controls.²

¹ Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR Part 1; Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendment Act of 1988); Executive Order 11063 on Equal Opportunity in Housing and the implementing regulations at 24 CFR Part 107; Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8; the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146; and the implementing regulations at 24 CFR Parts 100,108,110, and 121. Title II of the Americans with Disabilities Act and the implementing regulations at 28 CFR Part 35 and M.G.L. Chapter 151B. For BHA's state-aided housing, applicable regulations are found at 760 CMR 4.00, 5.00 and 6.00 covering housing developed under the Chapter 200, Chapter 667 and Chapter 705 programs.

² Buildings must be owned by the Authority and covered by a contract for annual contributions under the United States Housing Act of 1937 for properties in the Federal program, and/or a Massachusetts Department of Housing and Community Development Contract for Financial Assistance or operating funds for properties in the State program.

The BHA shall not, on account of race, color, sex, religion, age, sexual orientation, gender identity, disability, handicap, national origin, ethnicity, marital status or familial status:³

- (a) Deny to any Household the opportunity to apply for housing, or deny to any qualified Applicant the opportunity to lease housing suitable to their needs;
- (b) Provide housing which is different from that provided others except as required or permitted by law and in accordance with this Policy;
- (c) Subject any person to segregation or disparate treatment;
- (d) Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- (e) Treat a person differently in determining eligibility or other requirements for admission;
- (f) Deny a person access to the same level of services available to other similarly situated individuals; or
- (g) Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

1.2.3 Fair Admissions

The BHA shall not automatically deny admission to a particular group or category of otherwise eligible Applicants (e.g., Households with children born to unmarried parents or Households where the Head of Household or Co-Head of Household is a student). Each Applicant in a particular group or category must be treated on an individual basis in the normal processing routine.

1.2.4 Reasonable Accommodations

The BHA shall make reasonable accommodations in policies and procedures and, if necessary and reasonable, make certain structural modifications for persons with disabilities (Applicants or residents) in accordance with the BHA's **Reasonable Accommodation Policy**.

- (a) The BHA cannot refuse to make a Reasonable Accommodation in rules, policies, practices or services when such accommodation may be necessary to afford a person with a physical or mental impairment equal opportunity to use and enjoy a BHA apartment, including public and common use areas.

³ See M.G.L. Chapter. 151B, § 4 and 42 U.S.C. § 3601

(b) The BHA must make a modification to existing premises, when requested by a Disabled person, if the modification is reasonable and necessary to afford equal opportunity to use and enjoy BHA premises.

(c) An accommodation or structural modification is not reasonable if it would impose an undue administrative and financial burden on the BHA, or fundamentally alter the nature of the public housing program. The burden of demonstrating that a requested accommodation is unreasonable and imposes an undue administrative and financial burden, or fundamentally alters the nature of the public housing program is on the BHA. If granting the requested accommodation would create an undue administrative and financial burden, the BHA shall approve the request to the extent that it can do so without undergoing the undue burden or fundamental program alteration as described above.

(d) Requests for accommodation with respect to documents used by the BHA should be made to the Authority's TDD phone number, TTY phone number, Civil Rights Department, Admissions Department, Development Manager's Office, or the Housing Service Center. In addition, although there are many different staff members who may review a request for reasonable accommodation, the BHA has a Reasonable Accommodation Coordinator who may be contacted for assistance. The Reasonable Accommodation Coordinator can be reached in the BHA's Office of Civil Rights.

1.2.5 Records of Applications for Admission and Transfer

BHA records with respect to applications for admission and transfer shall indicate the following for each application:

- (a) Date and time of receipt
- (b) The Applicant's choice(s) of development(s)
- (c) The determination of the BHA as to eligibility or non-eligibility of the Applicant or Resident
- (d) Where eligible, the apartment size for which eligible.
- (e) Where eligible the Priority and/or Preference category granted, if any and the date such eligibility is granted.
- (f) Race of Household Members (for statistical purposes only)
- (g) Status as a Disabled Household or Household Member
- (h) Name(s) of Household Member(s)
- (i) Address of Household including mailing address

(j) Client number

1.2.6 Records of Apartments Offered

The BHA will maintain a record of apartments offered and to whom offered, including the date, location, apartment identification, client number, circumstances of each offer, each acceptance or rejection, and the reason for any rejection.

1.2.7 Applicant/Transfer Applicant Appeal Procedure

An Applicant or resident who believes himself/herself to have been aggrieved by any action, inaction or decision of the BHA in the processing of their application for admission or transfer application shall have the right to a hearing. Applicants for admission are entitled to an appeal before a hearing officer pursuant to the provisions of this Policy and transfer applicants are entitled to a hearing pursuant to BHA's Tenant Grievance Procedures.

1.3 Domestic Violence

It is the policy of BHA to assist victims of Domestic Violence, Dating Violence, Stalking, or Sexual Assault who are otherwise eligible for the BHA Housing Programs, to access and retain safe and affordable housing. The BHA follows the provisions listed below and those in the BHA Violence Against Women Act ("VAWA") Policy when considering the denial or termination of assistance of a victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault. See also BHA VAWA Policy.

(a) That an Applicant or Participant is or has been a victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault, is not an appropriate basis for denial of program assistance or for denial of admission, if the Applicant otherwise qualifies for assistance in accordance with this plan.

- i. (b) An incident or incidents of actual or threatened Domestic Violence, Dating Violence, Stalking, or Sexual Assault will not be construed as a serious or repeated violation of the Lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

(c) Criminal Activity directly relating to Domestic Violence, Dating Violence, Stalking, or Sexual Assault, engaged in by a member of a tenant's household or any guest or another person under the household member's control shall not be cause for termination of assistance, tenancy or occupancy rights if the tenant or an immediate member of the tenant's Family is the victim, or threatened victim of that Domestic Violence, Dating Violence, Stalking, or Sexual Assault.

(i) Notwithstanding clause (c), the BHA may bifurcate a Lease under this section, in order to evict, remove or terminate assistance to any individual who is a tenant or a lawful

occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating the assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

(ii) Nothing in clause (c) may be construed to limit the authority of the BHA, 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 Household members.

(iii) Nothing in clause (c) limits any otherwise available authority of the BHA to evict for any violation of a Lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided the BHA does not subject an individual who is or has been a victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault to a more demanding standard than other tenants in determining whether to evict or terminate.

(iv) Nothing in clause (c) may be construed to limit the authority of the BHA to evict any tenant or lawful occupant if the BHA demonstrates an actual or imminent threat to other tenants or those employed at providing service to the property if that tenant is not evicted or the program assistance is terminated.

(d) Verification of Status as a Victim of Domestic Violence. When a Family member seeks to avoid an adverse decision by the BHA on the grounds of being the victim of Domestic Violence, Dating Violence

(1) BHA will require verification of the claimed incident or incidents.

(2) BHA will request this verification in writing.

(3) Verification must be provided within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

(4) The 14-day period may be extended for good cause.

The following documentation will be accepted for purposes of such verification:

(i) A HUD-approved form;

(ii) Documentation signed and attested under penalty of perjury by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the Domestic Violence, Dating Violence Stalking, or Sexual Assault, or the effects of the abuse, described in such documentation; or

(iii) A Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

(iv) Other forms of verification as deemed acceptable by the BHA.

(e) **Filing a VAWA complaint.** When a victim of Domestic Violence, Dating Violence, Stalking, Sexual Abuse, or Coercive Relationship Abuse, believes that the BHA's adverse action, towards a domestic violence victim was based upon an ongoing domestic violence related circumstances, they may file a complaint with the Office of Fair Housing and Equal Opportunity (FHEO) *here*.

https://www.hud.gov/program_offices/fair_housing_equal_opp/onlinecomplain

1.4 Accessibility and Plain Language

1.4.1 Accessible Facilities and Programs

Facilities and programs used by Applicants and residents shall be made accessible. Application and management offices, hearing rooms, community centers, laundry facilities, craft and game rooms and other public spaces will be available for use by residents with disabilities. If these facilities are not already accessible (and located on *accessible routes*), they will be made accessible so long as this does not impose an undue financial and administrative burden on the Authority.

1.4.2 Plain Language Paperwork

Documents intended for use by Applicants and residents will be presented in accessible formats for those with vision or hearing impairments and they will be written simply and clearly to enable Applicants and residents with learning or cognitive disabilities to understand as much as possible. Requests for accommodation with respect to documents used by the BHA should be made to the Authority's TDD phone number, TTY phone number, Civil Rights Department, Admissions Department, or the Housing Service Center.

1.4.3 Forms of Communication other than Plain Language Paperwork

At the point of initial contact, BHA staff shall ask all Applicants whether they need some form of communication other than plain language paperwork. Some alternatives might include: sign language interpretation, having materials explained orally by staff, either in person or by phone or video, large type materials, information on tape, and having someone (friend, relative or advocate) accompany the Applicant to receive, interpret and explain housing materials. The BHA will pay for sign language interpreters for the hearing impaired.

1.4.4 English Language Ability

Some Applicants will not be able to read (or to read English), so staff must be prepared to read and explain documents that they would normally hand to an Applicant to be read or filled out. Applicants who read or understand little English may need to be provided with

an interpreter who can explain what is occurring. The BHA will make an effort to have its written materials translated into those languages frequently spoken by Applicants and to provide oral interpretation, upon request, in accordance with its Limited English Proficiency Policy (LEP).

1.5 Income Mixing and Deconcentration (Federal Only)

In accordance with the Congressional mandate in the Quality Housing and Work Responsibility Act of 1998, the Boston Housing Authority has adopted the federally required policies to provide for deconcentration of poverty and to encourage income mixing in all federal Family (general occupancy) developments. BHA offers the plan below to facilitate both deconcentration and income mixing in BHA developments. The goals of the plan are to provide a sufficient mixture of extremely low-income, very-low, and low-income Households at all BHA developments, and to avoid circumstances wherein higher-income or lower-income developments are created with respect to the Authority-wide average income.

1.5.1 Definitions

For the purposes of this Admissions and Continued Occupancy Policy (ACOP), Lower-Income Households are defined as Households whose annual income does not exceed eighty (80) percent of the Boston area median income (AMI), with adjustments for smaller and larger Households, as determined by the Secretary of Housing and Urban Development. In accordance with 24 CFR 5.603, HUD may establish income ceilings higher or lower than 80% of the median income for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low household incomes. However, with regard to state developments, state income rules of eligibility as defined in 760 CMR 5.00 or any successor regulations will apply. Within this category of Lower-Income Households, the following definitions apply:

(a) Low-Income Household

A Low-Income Household is defined as a Household whose annual income exceeds fifty (50) percent but does not exceed eighty (80) percent of the Boston AMI, with adjustments for smaller and larger Households, as determined by the Secretary of Housing and Urban Development or Massachusetts Department of Housing and Community Development.

(b) Very Low-Income Household

A Very Low-Income Household is defined as a Household whose annual income exceeds thirty (30) percent of the Boston AMI but does not exceed fifty (50) percent of the AMI for the area with adjustments for smaller and larger Households, as determined by the Secretary of Housing and Urban Development or Massachusetts Department of Housing and Community Development.

(c) Extremely Low-Income Household

An Extremely Low-Income Household is defined as a Household whose annual income does not exceed the higher of the federal poverty level or thirty (30) percent of the AMI for the Boston area, with adjustments for smaller and larger Households, as determined by the Secretary of Housing and Urban Development or Massachusetts Department of Housing and Community Development.

1.5.2 Income-Mixing

(a) Income Mixing Goals (Federal Programs Only)

It is the goal of BHA to attain, within a reasonable period of time, a resident population in each development composed of Lower-Income Households with a broad range of incomes.

To achieve and maintain a population with a broad range of incomes, BHA will review its waiting list to determine whether there is a representative income mix of Low, Very-Low, and Extremely-Low Income Households. If there is not a representative income mix, BHA will consider strategies to encourage a greater income mix including, but not limited to, conducting targeted outreach efforts and/or establishing income Preferences.

(b) Targeting Requirements

Regardless of any discretionary strategies the BHA may adopt to achieve the goal of income mixing, the BHA will ensure that it meets the following targeting requirements as set forth by federal regulation:

(i) In federal developments only, at least 40% of new admissions to the BHA's public housing program during each fiscal year will be Extremely-Low Income Households.

(ii) BHA may reduce the required percentage of public housing apartments to which Extremely-Low Income Households must be admitted to the extent that the BHA has credits, in the same fiscal year, for admissions of Extremely-Low Income Households to its Section 8 tenant-based assistance program beyond the number required for that program. However, the BHA may not have more credits than the lesser of the following:

- Ten percent of the total number of Households admitted to the Section 8 tenant-based assistance program during the fiscal year,
- The number of the BHA's public housing apartments in developments located in census tracts with a poverty rate of 30 percent or more that are made available and filled by eligible Households who are not Extremely-Low income Households.

(iii) During any fiscal year and regardless of the number of credits from Section 8 tenant-based assistance admissions, at least 30 percent of BHA admissions to public housing apartments will be Extremely-Low income Households.

1.5.3 Deconcentration

The admissions policies contained in this ACOP are designed to deconcentrate poverty. This objective will be achieved by bringing higher-income Households into lower-income developments and/or lower-income Households into higher-income developments. While information regarding specifics of each development is contained each year in the BHA's Annual Plan, which is submitted to HUD and DHCD, below is an outline of BHA's deconcentration policy.

The BHA will accomplish the deconcentration goal in a uniform and non-discriminatory manner. While targeting certain levels of income for admission to BHA public housing, BHA will not intentionally concentrate lower-income Households, as defined below, in one public housing development or building within a development.

(a) Deconcentration – Identification Procedures

Annually, the BHA will calculate the average income at all BHA Family developments ("the Authority-wide average income"). The Authority will also calculate the average income of all Households at each Development separately ("the Development average income"). Developments in which the Development average income is above 115% of the Authority-wide average income will be considered "higher-income" developments. Likewise, Developments in which the Development average income is below 85% of the Authority-wide average income will be considered "lower-income" Developments.

(b) Definitions

(i) The Authority-wide average income: The average income of all Households residing in BHA Family developments. Such an average is used as a base measure from which Developments are either determined to be "higher-income" or "lower-income" for purposes of the BHA's deconcentration policy.

(ii) The Development average income: The average income of all Households residing in a single BHA Family Housing development.

(iii) Higher-income Development: A development in which the Development average income is above 115% of the Authority-wide average income.

(iv) Lower-income Development: A development in which the Development average income is below 85% of the Authority-wide average income.

(c) Remedial Action

Based upon the above-mentioned analysis, the BHA will review the need to offer incentives to eligible families that would help accomplish the deconcentration objectives at individual developments. Should the average income at a development(s) vary more than 15% from the Authority-wide average, the BHA may utilize some or all of the policies and/or incentives listed below:

- (i) Establish an income Preference in order to reach Applicant Households with lower or higher incomes as appropriate.
- (ii) Initiate affirmative marketing strategies to all eligible income groups.
- (iii) Provide additional applicant consultation and information.
- (iv) Provide additional supportive services and amenities.
- (v) Provide rent incentives authorized by Quality Housing and Work Responsibility Act of 1998 ("QHWRA")
- (vi) Targeting investment and capital improvements towards a development(s) below 85% of the Authority-wide average income.

1.5.4 Monitoring

As part of the BHA's Annual Plan submission to HUD and as part of an annual report to EOHLIC, the BHA will annually monitor the income levels of Households residing in BHA housing and on the waiting list to assess its progress in attaining the deconcentration and income mixing goals. The BHA will calculate and compare the average Household incomes at each development with the Authority-wide average, as described above. In addition, the income status of Applicants on the BHA's waiting list will be analyzed to determine the percentage of Applicants with "Low," "Very Low" and "Extremely Low" incomes.

The BHA will also ascertain its progress in meeting the income-targeting goal that requires in federal developments that 40% of new admissions must be Extremely-Low Income Households. If the monitored data indicates any problems, BHA will alter its marketing and deconcentration strategies in accordance with this policy and federal and State requirements.

1.6 Civil Rights Protection Plan

It is the policy and obligation of the Boston Housing Authority to administer all aspects of its housing programs without regard to race, color, age, sex, sexual orientation, gender identity, national origin, ethnicity, religion, familial or marital status or handicap/disability. The BHA's **Civil Rights Protection Plan** ("CRPP") approved by the U.S. Department of Justice on July 26, 1999, is designed to protect Applicants, residents and their visitors from threats, harassment, violence or abuse while they are on BHA property. (Please refer to the BHA's CRPP for specific policies and procedures).

CHAPTER 2: MARKETING AND OUTREACH

2.1 Marketing Policy

It is the policy of the BHA to conduct marketing and outreach as needed to maintain an adequate application pool representative of the eligible population in the area. In marketing its developments, it is the policy of the BHA to comply fully with existing Federal and State laws protecting the individual rights of applicants, residents, or staff and any laws subsequently enacted.

2.1.1 Marketing Purposes

Marketing has two primary purposes:

- (a) to make all potential applicants aware of the housing and related services that BHA offers its residents; and
- (b) to attract specific groups of applicants, such as, those with Low- and Very low-income levels, as defined in Chapter 1, section 1.4.1 "Definitions," of this policy, Disabled Persons who require units with accessible features, or those determined by an annual analysis of site-based waiting lists to be the least likely to apply for the housing market area.

2.2 Marketing Requirements

The following requirements apply to BHA marketing efforts:

2.2.1 Fair Housing

Materials must comply with the Fair Housing Act and any other federal, state and local, fair housing rules or requirements.

2.2.2 Accurate Descriptions

Materials shall accurately describe each development, its apartments by size and type, its application process, waiting list, estimated wait time, amenities and Priority and Preference structure and shall include the availability of apartments with accessible features, and any designation that applies to the property.

2.2.3 Plain Language

Marketing materials shall be in "plain language". The BHA shall make an effort to use print media, videos and multi-media in a variety of languages.

2.2.4 Eligibility

Marketing materials shall make clear to individuals and Households, who is eligible for housing including people with physical and/or mental disabilities.

2.2.5 Reasonable Accommodations and Structural Modifications

BHA's marketing materials will include notice of the Authority's responsibility to provide reasonable accommodations and structural modifications for people with disabilities if reasonably required on account of disability.

2.3 Marketing and Outreach Strategies

2.3.1 When BHA Will Market Apartments

The BHA will undertake marketing efforts whenever there is a need to do so in order to address: changes required as a result of legislative or regulatory requirements; fair housing needs; apartment vacancy or turnover considerations; deconcentration and income mixing needs with respect to federal developments; an insufficient pool of Applicants on the waiting list; or any other factor which may require marketing efforts to further public housing program goals. The BHA shall assess these factors at least annually as part of its Agency Plan in order to determine the need and scope of the marketing effort.

The BHA shall widely circulate the marketing of apartments through print, and online media sources, as well as direct contact of local social service providers. Contacts shall be regularly updated and to ensure appropriate outreach.

State Public Housing 760 CMR 5.04 - Marketing

Each LHA has a continuing responsibility to ensure that households in its region of the state are aware of any availability of units and have an opportunity to apply. The LHA shall undertake a marketing effort whenever its waiting list for units is less than the number of applicants anticipated to be placed in the next 12 months.

The LHA shall undertake appropriate affirmative fair marketing efforts pursuant to 760 CMR 4.07: LHA Fair Housing Marketing Plan whenever the number of its minority tenant households and minority households on the waiting list for either family housing or elderly/handicapped housing is less than the number of households meeting its Affirmative Action Goal established pursuant to 760 CMR 5.10(3) for the respective program.

CHAPTER 3: APPLICATION SUBMISSION

3.1 Application

Applicants may apply for BHA subsidized housing by applying online or by submitting a paper application form. Further instructions are detailed at www.bostonhousing.org.

State Public Housing 760 CMR 5.05(1)-(2) – Application Procedures

Every applicant shall use the online Common Housing Application for Massachusetts Programs (CHAMP) or other application forms approved by the Department. The application forms shall be available at all BHAs' central offices or, upon request, by mail. The BHA shall provide reasonable assistance to applicants in completing the application forms. When an applicant submits a paper application form at any LHA, the BHA shall accept the application and promptly enter the information thereon into the Statewide Online Application System.

Every application entered into the Statewide Online Application System shall receive a date and timestamp for each program at each LHA to which the application is made. Applicants may return to their online applications to view their application status and to make changes at any time. Applicants may also make changes at any LHA in person or by mail.

The BHA Waiting Lists are organized by development in the Statewide Online Application System.

3.2 Development Choice

The BHA maintains separate waiting lists for each of its public housing developments. Applicants may choose to apply for any or all of the developments for which they meet the minimum threshold requirements.

State Public Housing 760 CMR 5.12(1)

Any grant or denial of a Preference, or determination of ineligibility or disqualification, that is made by an LHA shall only affect the application on that LHA's waiting list for the program for which the Applicant is being considered at that LHA. For example, if an Applicant is denied from a State Public Housing Family program development, the Applicant shall be withdrawn from all Family program development waiting lists.

3.2.1 Monitoring

As part of the Annual Plan submission to HUD and as part of a semi-annual report to DHCD, the BHA will monitor the racial, ethnic, and disability-related composition of Households residing at each BHA development and on each development waiting list. The purpose of this monitoring will be to assess changes in racial, ethnic, or disability-related Household composition at each BHA development that may have occurred during the implementation of the site-based waiting list.

In addition, at least every three years the BHA shall contract with an independent agency specializing in fair housing, to employ independent testers or other means satisfactory to HUD and DHCD, to assure that its site-based waiting lists are not being implemented in a discriminatory manner, and that no patterns or practices of discrimination exist. The BHA shall provide the results of this review to HUD and DHCD and shall take steps to remedy any problems found during the review including steps necessary to affirmatively further fair housing.

3.2.2 Remedial Action

Based upon the above-mentioned monitoring, the BHA will review the need to take steps to remedy any problems that surfaced during the review. These steps may include some or all of the following:

- (a) Initiate affirmative marketing strategies
- (b) Provide additional applicant consultation and information
- (c) Provide additional supportive services and amenities
- (d) Target investment and capital improvements towards a development
- (e) Modify marketing efforts in response to assessment of occupancy patterns and the composition of the waiting lists.

3.3 Processing Applications for Admission

3.3.1 Processing

It is the BHA's policy to accept and process applications in accordance with applicable BHA, Federal and State regulations and handbooks.

Applicants must supply complete and necessary information for an application to be processed. BHA will notify Applicants of incomplete Applications and make an effort to assist in completion of the application.

All applications shall receive a date/ timestamp and confirmation. Applicants shall be informed of their responsibility to notify the BHA of any change of address or Household composition and to respond to application update requests sent to them.

3.3.2 Communication Regarding Applications

(a) BHA to Applicants

All communications with Applicants will be by first class mail as a default, but by other means in addition, where accepted by the Applicant, including but not limited to communication through an applicant web portal or email. Failure to respond to BHA communications may result in withdrawal of an Applicant from all waiting lists.

Email or other electronic communications shall also be used as a method of communication to supplement any communication conducted by mail.

(b) Applicants to BHA

It is the responsibility of each Applicant to inform the BHA in writing of any change in address, telephone number, Household composition, change in Priority, Preference, Good Cause, or other information, which may affect the status of the application while on the waiting lists. For an Applicant with no fixed address, such as homeless Households, the address of a social service agency may be used for BHA contacts; however, if the Applicant finds permanent housing, the address must be reported to the BHA immediately.

(c) Confidentiality of File Information

BHA maintains all applicant, resident, and participant information in accordance with federal and state privacy laws.

3.3.3 Waiting List Updates

For non-state programs, the BHA shall conduct waiting list updates from time to time as necessary. The purpose of a waiting list update is to determine the applicant has continued interest. Applicants will have twenty (20) calendar days from date of a waiting list update notice to respond and express continued interest and provide any other updates to their current housing status. Failure to respond to a waiting list update notice shall result in the application being denied.

State Public Housing 760 CMR 5.14 – Update and Reclassification of Waiting List

- (1) Applicants who have not contacted an LHA or logged into the Statewide Online Application System for two years shall be contacted by the Department Systems Administrator by email, and if there is no response, by first class mail.

- (a) to determine whether:
1. applicant is still interested in obtaining state-aided public housing;
 2. the applicant's appropriate unit size or accessibility needs have changed;
 3. the applicant's claimed priority and preference status remain the same; and
- (b) to advise the applicant that a failure to respond within 30 days will cause the application to be made inactive in the Statewide Online Application System resulting in the application not being processed by any LHA. Any applicant whose application is made inactive shall be notified of the same and will be restored to the waiting list(s) if the applicant contacts an LHA or logs into the Statewide Online Application System within one year after the notice. If the applicant fails to log into the Statewide Online Application System or contact an LHA within one year after the notice, then the applicant shall be given notice of removal of the application from all waiting lists and the right to request review pursuant to 760 CMR 5.13 above by any LHA to which the applicant applied.
- (2) In its contact inquiry, the Department Systems Administrator will instruct applicants to update their applications in the Statewide Online Application System or to return the update form to an LHA. An LHA that receives a paper update from an applicant shall review all updated information and promptly log in on behalf of the applicant and enter any changes made by the applicant into the Statewide Online Application System.

All Applicants subject to a waiting list update receive notice explaining the BHA's responsibilities for providing reasonable accommodations and recites examples of what a reasonable accommodation might entail.

CHAPTER 4: ESTABLISHING AND MAINTAINING WAITING LISTS

4.1 Waiting List Management for State Public Housing

4.1.1 Organization of the Waiting Lists

The BHA shall maintain separate waiting lists for each of its state public housing developments through the Statewide Online Application System, also known as CHAMP. The lists will be managed and eligibility will be determined in accordance with the state regulations at 760 CMR 5.00, notwithstanding any waivers requested by BHA and granted by EOHLC.

Generally, when an applicant approaches the top of a waiting list, the BHA shall make a final determination of the applicant's priority, preference, eligibility and qualification. The applicant shall update the application and provide any additional information or verification required.

BHA manages the waiting lists transfers and supported housing programs outside of CHAMP, waiving certain provisions of 760 CMR 5.00 Supported Housing Program Applicants will be offered state public housing units from time to time in accordance with agreements with service providers and Chapters 7 and 10. Transfer Applicants shall receive offers to state public housing in accordance with Chapters 6 and 7.

All other Applicants shall be managed in accordance with 760 CMR 5.00.

4.1.2 Denial or Removal of an Application

If the BHA determines that an applicant is ineligible for a claimed priority or preference or is ineligible for housing, it shall send written notification to the applicant in accordance with Section 4.3.

State Public Housing 760 CMR 5.05 (3) - Determinations of Priority, Preference, Eligibility and Qualification.

(a) When an applicant approaches the top of a waiting list for a BHA program to which the applicant has applied, the LHA shall make a final determination of the applicant's priority, preference, eligibility and qualification. The applicant shall update the application and provide any additional information or verification reasonably required by the BHA.

(b) If the LHA determines that an applicant is not eligible for a claimed priority or preference or is ineligible or unqualified for housing, it shall send written notification to the applicant of:

1. the determination;
2. the reason(s) for the determination detailing the material facts; and

3. the right to request a private conference to redetermine the applicant's priority, preference, eligibility and/or qualification pursuant to 760 CMR 5.13.

After a final determination of priority, preference, eligibility and/or qualification has been made by the LHA, that determination will govern the application only for the application to that program at that LHA in the Statewide Online Application System. If an applicant who has been removed from the waiting list reapplies for any program at that LHA, the reapplication will receive a new date and time stamp, and new final determinations shall be made on the application when the application reaches the top of the waiting list.

4.2 Waiting List Management for Federal Public Housing

4.2.1 Organization of the Waiting Lists

The BHA maintains a waiting list for each of its federally assisted public housing developments/AMPs. Each waiting list is maintained by apartment size, Applicants' Priority and/or Preference points and the date such points are granted and then chronologically according to application date.

Assignments to each waiting list shall be in order based upon suitable type and size of apartment, date Priority and/or Preference points are granted as established in these policies, and the date and time the application is received. Generally, an Eligible Applicant with the highest Priority and/or Preference points and the earliest date of approval of such Priority and/or Preference points per category of apartment size will be placed at the top of each waiting list. If no Application with approved Priority and/or Preference points exists, an Eligible Applicant with the earliest date and time of application will be placed at the top of each waiting list. This explanation does not pertain to State assisted public housing, which is detailed below and in 760 CMR 5.09 (1)

Priority and Preference points are added together to determine position on each selected development / AMP waiting list. The more points an Applicant has and the earlier the date such points are granted, the higher on the list the Applicant will be in relation to other persons who applied for the same bedroom size and hold the same date of preliminary application

In the event the BHA merges two or more waiting lists as a result of two or more developments being designated as one AMP, the BHA shall, after giving notice to the affected applicants, rank each applicant on the single waiting list by providing each client with their respective oldest application date and approved Priority and/or Preference sequence dates.

4.2.2 Opening and Closing Waiting Lists (Federal Programs Only)

(a) Opening the Waiting List (Federal Programs Only)

The BHA will give at least two weeks advance public notice that a Family may apply for housing assistance before opening any waiting list. The notice must state where and when a Family should apply. The notice shall also state any limitations on the criteria for the type of Family that may apply. The notice shall be posted on BHA's website, circulated in a local newspaper of general circulation, by minority media, and any other means that the BHA finds suitable. The notice shall also state the time limitation of the application period. Once a waiting list is open, the BHA must accept applications from a Family for whom the waiting list is open. Any opening of the waiting list will be publicized in accordance with the Marketing and Outreach requirements of this ACOP.

If the waiting list is open for special programs, it will only be open for the purpose of accepting applications for the special programs.

(b) Closing a Waiting List (Federal Programs Only)

The BHA may close a waiting list anytime that the BHA determines that the Applicant pool is large enough to fill the estimated amount of available units for the next twelve (12) months. The BHA may close an entire waiting list or close only a portion, keeping part of the waiting list open to a certain Priority, or for any special programs.

During the period when the waiting list is closed, the BHA will not maintain a list of individuals who wish to be notified when the waiting list is reopened.

BHA will notify HUD and EOHLC prior to closing and re-opening of any waiting list as required by regulation or guidance.

4.2.3 Removal of an Application from a Waiting List (Federal Programs Only)

Applicants whose applications are removed from any waiting list are entitled to an informal hearing where they may appeal this decision. A Request for an appeal must be made **in writing** and must be received by the BHA within 20 calendar days of the date of the notice removing them from the waiting list. BHA shall consider

Circumstances that will lead to removal of an Applicant from any or all waiting lists include:

(a) Voluntary Withdrawal

The Applicant requests **in writing** that their name be removed.

(b) Failure to Respond

The Applicant is non-responsive to a BHA request to determine continued interest or to schedule an interview. BHA shall communicate with the applicant using the most updated electronic email or physical mailing address information provided by the Applicant.

(c) Failure to Maintain a Scheduled Appointment

The Applicant fails to keep an appointment and fails to notify the BHA, within ten (10) days after the date of the appointment, of their inability to keep an appointment.

(d) Failure to Supply Information

The Applicant fails to supply requested documentation to the BHA in accordance with admissions or eligibility requirements.

(e) Denial of Assistance

The Applicant is denied assistance due to being ineligible for housing programs.

If the Applicant is denied assistance due to intentional misrepresentation, it may result in federal or state criminal prosecution for fraud, and removal from the waiting list, and disqualification from further consideration for admission or transfer for a three (3) year period beginning on the date of such determination by the BHA.

(f) Reject an Offer of Housing

The BHA will remove an Applicant from all federal Public Housing Waiting lists if they reject an offer of Federal Public Housing without good cause.

Furthermore, the Applicant will only be eligible to re-apply after two (2) years year from the date of the most recent unit rejection.

(g) Withdrawal Upon Becoming Housed

When an Applicant becomes housed, the BHA will withdraw the Applicant from all BHA waiting lists for which the Applicant no longer qualifies for as a result of becoming housed.

(h) Ineligible for Priority

The Applicant has no eligibility for any Priority category for which the waiting list is open.

4.3 Applicant Appeals – Informal Hearings

State Public Housing 760 CMR 5.13 - Review of Denial of Eligibility, Qualification, Priority or Preference Status

This section, 4.3 generally is the procedure required for state and federal applicants. The requirements in this section meet those set forth in 760 CMR 5.13

4.3.1 Requirements of Denial or Withdrawal Notice

All Applicants who are determined Ineligible for admission, issued a Notice of Withdrawal, denied Priority status or Preference(s) or denied Reasonable Accommodation or Good Cause by the BHA will be sent a notice that provides:

- (a) The reason(s) for Ineligibility, withdrawal or denial of Priority status or Preference(s) or denial of Reasonable Accommodation or Good Cause;
- (b) The right to contest the decision in an informal hearing provided a request for a hearing is received within 20 calendar days of the date the Notice of Adverse Action is issued. Such request must be in writing and must state clearly the basis for requesting the informal hearing and be sent to the address provided on the notice.
- (c) The right to contest Applicant Background Check and Eviction Report information and/or CORI information in accordance with Federal and/or State law if that is the basis for determination of Ineligibility.
- (d) Language explaining mitigating circumstances for situations including, but not limited to Domestic Violence or the disability of a household member.
- (e) Provides a description of BHA's informal hearing process and advises Applicants that they have the right to be represented by an attorney or other individual at the informal hearing, review the contents of their file in advance of the hearing, the right to submit additional documents and evidence and to testify at the hearing, the right to request reconsideration.
- (f) The right of an Applicant to a state aided program to request a review of the decision by the Massachusetts Executive Office of Housing and Livable Communities within twenty-one (21) calendar days of the initial decision or after a decision on reconsideration.

4.3.2 Scheduling the Informal Hearing

(a) When a Hearing is Scheduled

Upon receipt of the Applicant's written request a hearing shall be scheduled within a 30-day period following the receipt of the Applicant's request for an informal hearing unless

the applicant requests it to be postponed as a “reasonable accommodation” or for “good cause” see 760 CMR 5.13(1)(d).

Late requests will be considered by the Administrator of Grievances and Appeals or their designee for thirty (30) days beyond the initial appeal period

(b) Scheduling Notice Requirements

The notice scheduling the informal hearing must contain the following information:

- (i) A letter scheduling the hearing shall be sent to the BHA Applicant's address of record.
- (ii) The letter shall list the date, time and place of the hearing.
- (iii) The scheduling notice shall state the Applicant's rights to present evidence and testify, review their file, request a reasonable accommodation or interpreter and be represented by an attorney or other individual at the hearing.

(c) Reasonable Accommodation Regarding Hearing Procedures

The hearing shall be held at a convenient time and at an accessible location for the Applicant and the BHA. If an Applicant requests a reasonable accommodation regarding the Informal Hearing procedures at the time of or after requesting an informal hearing, the decision regarding the accommodation will be made by the Grievance and Appeals Department staff.

(d) Failure to Attend the Informal Review

The Hearing Officer will uphold the BHA decision by default if the Applicant does not attend the informal review and did not attempt to reschedule at least twenty-four (24) hours prior to the scheduled date and time.

(e) Compelling Circumstances Related to Missed Hearings or Late Requests

The BHA will reschedule an informal review when an Applicant submits evidence of compelling circumstances that prevented the Applicant attending the hearing on the scheduled date or making a timely request. Requests submitted after the hearing date must be submitted within 30 days of the hearing date or deadline to request a hearing and must be supported by evidence of compelling circumstances that prevented the applicant from attending, rescheduling, or requesting a hearing in a timely manner.

When analyzing whether or not an Applicant's reasons for requesting a late hearing are compelling, the hearing officer will consider:

- (i) the written facts or circumstances submitted by the Applicant which show that the Applicant is not willful (a willful act is a deliberate, intentional or voluntary act) or culpable (culpable is to be responsible or liable) in making the late request, which would require more than mere action or inaction (for example the Applicant's reason for not

requesting a hearing timely should not due be to something the Applicant did or failed to do);

(ii) the swiftness with which the Applicant has attempted to remedy the default;

(iii) the existence of any meritorious defense to the underlying allegations; as well as, other equitable criteria such as: (a) whether the default resulted from a good faith mistake in following a rule or procedure; (b) the nature of the Applicant's explanation for not requesting a timely hearing; (c) the availability of other alternative sanctions; (d) whether not granting a late hearing would produce a harsh or unfair result.

4.3.3 Applicant Rights during the Informal Hearing

The informal hearing will conform to the following due process requirements:

(a) During the hearing, the BHA will put forth its evidence in support of a determination of Ineligibility, Withdrawal, denial of Priority status or Preference(s) or denial of Good Cause or Reasonable Accommodation. The Applicant will be afforded an opportunity to present evidence and testimony rebutting the basis for the BHA's determination.

(b) If the Applicant requests, the BHA employee who made the decision must be present to provide available facts, and to be questioned, if still a BHA employee.

(c) An employee of the Authority who did not participate in the original decision must conduct the hearing.

(d) The decision must be based solely on evidence presented at the hearing as well as any evidence previously received by the BHA. All evidence submitted at the hearing shall be considered de novo, and the matter shall not be sent back to the Admissions Department for reconsideration due to submission of new evidence.

(e) The Applicant and/or their representative has a right to inspect the file prior to the hearing, provided the Applicant provides BHA with written authorizations permitting the representative to have access to the contents of the Applicant's file including CORI information.

(f) Either the Applicant or the BHA may request after close of the hearing that the record remain open for submission of new or rebuttal evidence. The Hearing Officer shall designate a date by which the record shall be closed and may extend it for good cause. The Applicant shall receive notice in writing of the date on which the record will close and of any extension. If BHA wishes to consider additional evidence not submitted at the hearing or submitted after the hearing, it shall give written notice to the Applicant with an opportunity to review such evidence and a reasonable period for the Applicant to respond.

4.3.4 Informal Hearing Decisions

(a) Hearing Decision Notice Requirements

After the informal hearing, all Applicants will be sent an “**Informal Hearing Decision**” from the BHA hearing officer. This notice shall:

- (i) Provide a summary of the hearing;
- (ii) Provide the decision of the hearing officer, together with findings and determination;
- (iii) Provide an explanation of the regulations and/or other applicable provisions utilized in making the decision
- (iv) Explain the rights of the Applicant to seek reconsideration by the BHA within 14 days of the decision;
- (v) Explain the rights of an Applicant to a state-aided program to request a review of the decision by the Massachusetts Executive Office of Housing and Livable Communities within 21 calendar days of the decision or decision on reconsideration pursuant to 760 CMR 5.13(4).
- (vi) All informal hearing decisions shall be made within 15 working days of the close of the hearing or the record, whichever is later.

(b) Decision to Reverse BHA's Determination

If, as a result of information presented by the Applicant at the informal hearing, the BHA reverses its decision to deny or withdraw the Applicant, no new application is required and the application will be returned to its appropriate place on the waiting list(s) for all developments/AMPs previously selected by the Applicant using the original date and time of application and applicable Priority and/or Preference(s).

If the decision to deny Priority status and/or Preference(s), Good Cause or Reasonable Accommodation is reversed, the Applicant's position on the waiting list(s) for all developments/AMPs previously selected by the Applicant will be restored in accordance with the determination.

(c) Decision to Uphold BHA's Determination

If an appeal decision upholds the determination of Ineligibility, the Applicant may submit a new application for admission at a time when a waiting list is open but no earlier than 18 months after the decision of Ineligibility.

State program applicants may re-apply at any time.

Applicants who are found ineligible for any of the following reasons may re-apply at any time **if** they meet the preliminary eligibility requirements when they submit a new application and they shall be given a new application date effective the date the

application is received by the BHA's Admissions Department: 1) the Applicant's total household income was over the income limits; 2) the Applicant had failed to pay an outstanding balance owed to the BHA or other Federal or State housing assistance program; 3) the entire household had no eligible immigration status; 4) the pro-rated rent amount was more than 50% of the total household income; and/or 5) the applicant was not elderly or disabled and, therefore, did not qualify for the elderly/disabled housing program.

Applicants who are withdrawn may submit a new Application at any time provided a waiting list is open.

Applicants denied Priority Status, Preference(s), Good Cause or Reasonable Accommodation may re-apply for the same or a different Priority or Preference at any time provided a waiting list is open except as provided for in this policy.

4.4 Priorities and Preferences for Federal Programs

An Applicant for new admission or Transfer may qualify for a Priority and/or Preference that establishes their position on the waiting list and the order to which they are screened for program eligibility.

Preference points are cumulative and are added to Priority points (if any) to determine an Applicant's position on each BHA waiting list.

4.4.1 Definitions

(a) Priority

Priority is defined as a housing-related situation that affects a Household's present residential status. The BHA gives points to Applicants with a Priority that ranks those Applicants higher on each waiting list than Applicants without Priority. An Applicant can qualify for only one Priority at any given time. Certain priorities are given more points than others are. An Applicant will always be assigned to the highest Priority for which they qualify.

(b) Preference

Preference refers to points given to BHA Applicants who are veterans, Displaced Boston Residents, a Disabled Person (Family Developments/AMPs only) or Elderly Households who apply for certain developments in accordance with State regulations and the BHA's Designated Housing Program. An Applicant may qualify for more than one Preference at a time.

4.4.2 Points for Priorities and Preferences

(a) The BHA assigns Priority points to each Applicant for New Admission and Transfer on all Waiting Lists.

Federal Housing Program Priority	Points
Administrative Transfers	175
Super Priority Applicants	75
Special Circumstances Transfers	67
Supported Housing Programs	50
Priority One Applicants • to Being Cost Burdened in Boston • Homeless	30

Standard Applicants	0

(b) The BHA assigns Preference points to each Applicant for New Admission.

Federal Housing Program Preference	Points
Designated Housing not requiring Wheelchair Accessible units	100
Single Elderly Disabled Preference	5
Veteran	3
Displaced Boston Tenant	2

State Public Housing 760 CMR 5.09(1) – Priority Categories

Priority Categories. The BHA shall use the following priority categories in descending order in determining the order of tenant selection:

1st Priority. Homeless due to Displacement by Natural Forces an applicant, otherwise eligible and qualified, who has been displaced by:

1. fire not due to the negligence or intentional act of applicant or a household member;
2. earthquake, flood or other natural cause; or
3. a disaster declared or otherwise formally recognized under disaster relief laws.

2nd Priority. Homeless due to Displacement by Public Action (Urban Renewal) an applicant, otherwise eligible and qualified, who will be displaced within 90 days, or has been displaced within the three years prior to application, by:

1. any low rent housing project as defined in M.G.L. c. 121B, § 1;
2. a public slum clearance or urban renewal project initiated after January 1, 1947; or
3. other public improvement.

3rd Priority. Homeless due to Displacement by Public Action (Sanitary Code Violations) an applicant, otherwise eligible and qualified, who is being displaced, or has been displaced within 90 days prior to application, by enforcement of minimum standards of fitness for human habitation established by 105 CMR 410.000: Minimum Standards of Fitness for Human Habitation (State Sanitary Code: Chapter II) or local ordinances, provided that:

1. neither the applicant nor a household member has caused or substantially contributed to the cause of enforcement proceedings; and
2. the applicant has pursued available ways to remedy the situation by seeking assistance through the courts or appropriate administrative or enforcement agencies.

4th Priority. Other Priority situations as described in the Housing Situation Priority Policy established by the Department pursuant to 760 CMR 5.11 [or other housing situations requested by BHA and granted as a waiver by BHA]

5th Priority. AHVP Participant an applicant, otherwise eligible and qualified, who is living in a non-permanent, transitional housing subsidized by the AHVP.

6th Priority. Transfer for Good Cause.

7th Priority. Standard Applicant an applicant, otherwise eligible and qualified, who does not fit within any of the previous six priority categories.

4.5 Priority Categories and Verification Requirements

State Public Housing 760 CMR 5.05 (3)(a) - Determinations of Priority, Preference, Eligibility and Qualification.

(a) When an applicant approaches the top of a waiting list for a BHA program to which the applicant has applied, the BHA shall make a final determination of the applicant's priority, preference, eligibility and qualification. The applicant shall update the application and provide any additional information or verification reasonably required by the BHA.

Note: The BHA shall use the verification requirements outlined in the sections below as a guideline for verification for the State Public Housing programs.

4.5.1 Transfers

See Chapter on Transfers for explanation of Administrative Transfers and Special Circumstances Transfers.

4.5.2 Supported Housing Programs

See Chapter 10.

4.5.3 Super Priority

The BHA will admit an Applicant/Resident in good standing to the Public Housing program before all other Applicants/Resident on the waiting list if:
The Applicant was a resident in a BHA public housing site the has been converted to other low-income housing.

The Applicant Family is or will be temporarily displaced due to rehabilitation and modernization programs (an applicant family shall be deemed temporarily displaced from the time the family vacates the public housing unit until an offer is made to return to the site).

The Project Based Voucher (PBV) Family resides in a PBV unit where the BHA determined that the family is occupying a wrong size unit or Unit with accessibility features that the Family does not require, and a Family that requires the accessibility features needs the Unit.

4.5.4 Priority 1 for Federal Housing Programs ("P1")

(a) Verification of Priority 1 Timeline

The BHA grants Priority 1 status based on circumstances verified at two points:

(i) at the time of application with verification as determined by BHA, AND

(ii) immediately prior to the final eligibility interview for all relevant BHA programs by satisfying the verification requirements in the relevant section below.

(b) Changes of Priority 1 Status

Additionally, a change from one Priority 1 category to another Priority 1 category in between application and the final eligibility interview shall not disqualify an applicant from their original application date and time.

Priority 1 status shall not be re-verified after a determination of eligibility is made during final eligibility screening. The BHA will verify non-receipt of subsidized housing as described in 4.5.5(a)(iii) below prior to leasing.

(c) Determinations of Priority 1 Applicants on Multiple Waitlists

(i) Approval or Denial for Priority 1 on any BHA waiting list suffices as an approval or denial for Priority 1 on all applicable BHA waiting lists.

4.5.5 Priority 1 Displaced Categories

The **Displaced Priority** categories are:

1. Government Action
2. Disaster
3. Domestic Violence
4. Victim of a Hate Crime
5. Fear of Reprisal / Witness Protection
6. Court Ordered No-Fault Eviction
7. Cost Burdened in Boston
8. Inaccessibility to the Dwelling Unit
9. Graduates of Project-Based Units Who Have Fulfilled Supportive Service Goals

(a) Displaced Category Threshold Verification Requirements

In order to qualify as Displaced in one of the categories detailed below, the Applicant must meet the following threshold verification requirements:

(i) Displaced or Imminent Danger of Displacement: the Applicant must have been Displaced from their residence or is in imminent danger of being Displaced due to one of the categories set forth below, AND

(ii) Proof of Address: the Applicant must verify proof of residence at the address of displacement by providing a lease, utility bill(s), official mail from a government agency, or a written certification from the owner of the property or other government official, AND

(iii) No Receipt of other Subsidized Housing: The Applicant must not be in receipt of adequate subsidized or other low-income housing from the BHA or another government agency. An applicant will continue to be considered displaced if they reside in subsidized housing that is not permanent or is not accessible as defined below.

(b) Displaced due to Government Action

(i) A Household is required to permanently move from their residence by a Federal, State or local governmental action such as code enforcement, public improvements or a development program.

(ii) Verification Requirements:

- third-party, written verification from the appropriate unit or agency of government certifying that the applicant has been displaced or will be displaced in the next ninety days, as a result of action by that agency; AND
- the precise reason(s) for such displacement.

(c) Displacement Due to a Disaster

(i) Applicant was Displaced due to a disaster such as flood or fire, that results in the uninhabitability of an Applicant's apartment or dwelling unit not due to the fault of the Applicant and/or Household member or beyond the Applicant's control;

(ii) Verification requirements:

- A copy of the incident report from the local Fire Department or other appropriate agency who deals with disasters, OR
- Written verification from the appropriate unit or agency of government certifying that the applicant has been displaced or will be imminently be displaced, as a result of action by that agency, AND
- Verification the appropriate agency that the dwelling unit is now uninhabitable AND
- If applicable, the cause of the disaster. If you or a household member or guest was the cause of the disaster, approval for priority status will be denied unless mitigating circumstances are established to the satisfaction of the reviewing department.

(d) Displacement Due to Domestic Violence/Dating Violence / Stalking/ Sexual Assault

(i) Displacement or threat of imminent displacement from an address due to continuing actual or threatened physical violence (including sexual abuse) directed against one or more of the Applicant Family members.

(ii) Verification requirements:

- Submission of a fully completed "Certificate of Involuntary Displacement Due to Domestic Violence/Dating Violence/ Stalking/ Sexual Assault" HUD Form 5382, OR
- A document, (1) signed by an employee, agent, or volunteer of a victim service provider, an attorney or medical professional or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, (2) signed by the applicant or tenant, (3) that specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault or stalking is the grounds for protection and remedies under the VAWA Final Rule, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault or stalking under 24 C.F.R. 5.2003; OR
- A record of a Federal, State, tribal, territorial, or local law enforcement agency (may include a police report), court, or administrative agency; OR
- At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.
- Verification will not be considered valid unless it: (1) supplies the name of the threatening or abusive Household Member or other legal occupant of the dwelling Unit if known is safe to do so, AND (2) describes how the situation came to certifier or verifier's attention, AND (3) Indicates that the Applicant was displaced because of the threats and/or violence and that the Applicant is in imminent danger where they now resides.

(e) Displaced Due to Being a Victim of a Hate Crime

(i) The Applicant or a member of the Household has been a victim of one or more hate crimes AND the Applicant Family has vacated a dwelling Unit because of this crime OR the fear associated with the crime has destroyed the peaceful enjoyment of the dwelling Unit.

(ii) "Hate crime", is defined as any criminal act coupled with overt actions motivated by bigotry and bias including, but not limited to, a threatened, attempted or completed overt act motivated at least in part by racial, religious, ethnic, handicap, gender or sexual orientation, prejudice, or which otherwise deprives another person of their constitutional rights by threats, intimidation or coercion, or which seeks to interfere with or disrupt a person's exercise of constitutional rights through harassment or intimidation.

(iii) Verification must include:

- Submission the appropriate BHA form, OR
- Documentation from a law enforcement agency that the Applicant or a Household Member was a victim of such crime(s)

(f) Displaced Due to Avoidance of Reprisal or Witness Protection

(i) Relocation is required because an Applicant provided information or testimony on criminal activities to a law enforcement agency; and based upon a threat assessment, a law enforcement agency recommends the relocation of the Applicant to avoid or minimize risk of violence against Applicant as reprisal for providing such information.

(ii) Verification requirements:

- Submission of the appropriate BHA form or documentation from a law enforcement agency that the Applicant and/or a household member provided information on criminal activity; AND
- Documentation that, following a threat assessment conducted by the law enforcement agency, the agency recommends the relocation/re-housing of the household to avoid or minimize the threat of violence or reprisal to or against the household member(s) for providing such information.
- This includes situations in which the Applicant and/or Family member(s) are themselves the victims of such crimes and have provided information or testimony to a law enforcement agency.

(g) Displaced Due to Court-Ordered No-Fault Eviction:

(i) Eviction occurred pursuant to an Order for Judgment (or Agreement for Judgment) issued by a court because of:

- Landlord action beyond the applicant's ability to control or prevent, such as failure to accept an offer of a new lease; owner's desire to use the unit for personal use, or a non-residential purpose; a business or economic reason such as sale or renovation of the property or a desire to lease at a higher rent , AND
- the action occurred despite the applicant's having met all lawfully imposed lease conditions, AND
- Displacement was not the result of failure to comply with HUD and State policies in its housing programs with respect to occupancy of under-occupied and overcrowded units or failure to accept a transfer to another unit in accordance with a court order or policies or procedures under a HUD-approved desegregation plan.

(i) Verification Requirements:

- a copy of the Judgment of the Court (Agreement for Judgment, Order for Judgment and Findings of Fact, or Default Judgment); AND
- If necessary, additional information to verify no fault if the judgment is not clear, such as the Summons and Complaint and or Notice to Quit.
- if applicable, a copy of the execution issued by the court.

(iii) The information contained in the above-referenced documents must clearly establish to the satisfaction of the BHA that:

- the action taken by the landlord or property manager was beyond the Applicant's ability to control or prevent; AND
- the action by the landlord or property manager occurred despite the Applicant Household having met all previously imposed conditions of occupancy; AND
- displacement was not the result of failure to comply with HUD and State policies in its housing programs with respect to occupancy of under-occupied and over-crowded Apartments or failure to accept a Transfer to another Apartment in accordance with a court order or policies or procedures under a HUD-approved desegregation plan.

(h) Displaced Due to Being Cost Burdened in Boston

(i) The Applicant can demonstrate paying more than fifty (50) percent of their total household monthly gross income towards housing and utilities in a Boston residence (excluding internet and telephone).

(ii) Verification requirements:

- A Lease providing the rent amount and showing Applicant is or was a tenant and confirming the rent, OR
- Rent Receipts or Bank Statements providing the rent amount paid over time, OR
- A mortgage statement providing the monthly payment amount and showing the Applicant is or was the owner of the property, AND
- Verification of the gross income, including all earned income and benefits, for the Applicant and all household members, AND
- Utility bills paid for by the Applicant or Applicant household members, AND
- Copies of any foreclosure notices, if applicable, AND

- Other applicable documentation to demonstrate that the non-payment eviction or foreclosure was due to unforeseen circumstances beyond the Applicant's ability to control or prevent the non-payment eviction or foreclosure

(i) Inaccessibility of a critical element of their current dwelling unit

(i) A Household Member has a mobility or other impairment that makes the person unable to use a critical element of the current Apartment or development AND the neither the Owner nor administering agency is legally obligated under the law pertaining to Reasonable Accommodation to make changes to the Apartment or dwelling Unit that would make these critical elements accessible to the Family member with the disability.

(ii) Verification Requirements:

- The name of the Family member who is unable to use the critical element;
- A written statement from a Qualified Healthcare Provider verifying that a Family member has a Disability (but not necessarily the nature of the Disability) and identifying the critical element of the dwelling which is not accessible and the reasons why it is not accessible; AND
- A statement from the landlord or official of a government or other agency providing service to such Disabled Person explaining the reason(s) that the landlord is not required to make changes which would render the dwelling accessible to the individual as a Reasonable Accommodation.

(j) Graduates of Project-Based Units Who Have Fulfilled Supportive Service Goals:

(i) A participant in a transitional housing program for Elderly or Disabled Persons which includes a supportive services component (e.g., the Shelter Plus Care Program) shall be considered to be imminently in danger of homelessness. Such a program participant shall be eligible as a Priority One Applicant if:

(ii) Verification requirements:

- The person has been a tenant in such a program for not less than twelve (12) months; AND
- The person no longer requires the or completed the program's services (as determined by the program service provider); AND
- As a result must relocate from such housing.

4.5.6 Priority 1 Homeless for Non-State Program

(a) Homeless Defined

The Applicant Household lacks a fixed, regular and adequate nighttime residence, meaning:

- (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; OR
- (ii) is living in a publicly or privately operated shelter designated to provide temporary, living arrangements (including congregate shelters, Transitional Housing, and hotels and motels paid for by non-profit, charitable organizations, or by federal, state and local government programs); OR
- (iii) Is living in housing that is being funded or provided to offer homeless individuals and families with the interim stability and support to ultimately make the transition to and maintain permanent housing; OR
- (iv) An Applicant would otherwise be in shelter if not for a medical condition which precludes a person from staying in shelter as verified by a medical provider.

(b) Verification Requirements:

- (i) Submission of the applicable BHA form that providing that the Applicant is homeless as defined above; AND
- (ii) A third-party written verification from a public or private facility that provides shelter for homeless individuals, the local police department, or a social services agency, certifying the Applicant's homeless status in accordance with the definition in this policy; OR,
- (iii) In the case that the Applicant cannot be in the shelter due to a medical condition, written verification from a medical provider must be provided to demonstrate that the individual is unable to live in a public or private shelter, or any other place unfit for human habitation due to the applicant's severe medical condition or disability.
- (iv) The Applicant shall be verified as Homeless at the time the application is submitted and immediately prior to the final eligibility personal interview is scheduled. Gaps of non-homelessness in between those two points shall not result in denial of Priority 1 Homeless qualification.

4.5.7 Standard (no Priority) Applicants

Standard Applicants are those who do not qualify for any Priority category under this policy.

4.5.8 Housing Situation for State Programs

State Public Housing 760 CMR 5.11 – Housing Situation

The Housing Situation Priority Policy issued by the Department sets out the criteria to be used by BHA to determine the Priority to be granted to the applications of Homeless Applicants. The Priority of an application on the LHA waiting list shall be initially set by the Statewide Online Application System (CHAMP) based on the unverified Housing Situation that is claimed by the applicant on the application form.

When an application nears the top of BHA's waiting list, the BHA shall require the applicant to provide verification of the Housing Situation that was claimed on the application. If the applicant fails to submit all documentation necessary to verify the Housing Situation that was claimed on the application within ten business days of the BHA's request for verification, then the application will be granted Priority 7 Standard. If at any subsequent time the applicant submits verification of the previously claimed Housing Situation, the BHA will grant the verified Priority as of the date and time of the applicant's initial claim.

If an applicant submits documentation that fails to verify any criteria of the claimed Housing Situation Priority, then the BHA shall deny the Priority and inform the applicant of the right to appeal the determination pursuant to 760 CMR 5.13. An applicant may claim or delete an existing claim of Housing Situation Priority at any time. Any grant of a claimed Priority by a BHA shall be made only after verification of the circumstances that meet the criteria for the Priority as set out in the Housing Situation Priority Policy. Any change to an application's Priority, including the grant or denial of a Priority, that is made by BHA shall only affect the position of the application on that BHA's waiting list for the program [or developments] for which the applicant is being considered.

The DHCD Housing Situation Priority Policy shall be posted at all times on DHCD's website at <https://www.mass.gov/orgs/housing-and-community-development> and in the LHA's administrative office where applications are received and shall be a public record.

4.6 Admission Preference

An Applicant may only apply for a Preference when the waiting list is open.

Preference points are cumulative and are added to Priority points (if any) to determine an Applicant's position on a BHA waiting list. An Applicant may qualify for more than one Preference at a time.

A Priority One Applicant with a Preference will be ranked above a Priority One Applicant with no Preferences. Preferences are cumulative, so an Applicant with more than one Preference (e.g., Veterans and Displaced) will be ranked higher within his or her Priority category than an Applicant with only one Preference.

Determinations of Preference: Approval or Denial for the Single Elderly or Disabled Preference, Veterans Preference or Displaced Boston Tenant Preference will suffice as an approval or denial for the Preference for all applicable BHA waiting lists.

State Public Housing 760 CMR 5.09(2) – Preference Categories

Preference Categories. Apart from the affirmative action preference to be applied pursuant to 760 CMR 5.10(3) the LHA shall apply the following preferences in descending order within each of the priority categories in determining the order of tenant selection:

Veteran. Any veteran applying for elderly/handicapped housing receives this preference. A veteran applying for family housing receives this preference in all St. 1948, c. 200 units or, if the LHA has no St. 1948, c. 200 units, in all St. 1966, c. 705 units. In St. 1948, c. 200 and St. 1966, c. 705 units the order of preference is as follows:

1. Veterans with service-connected disability;
2. Families of deceased veterans whose death was service connected; and
3. Other veterans.

Local Resident. Any Local Resident applying for public housing receives this preference.

4.6.1 Designated Housing Preference

(a) Federal

- (i) When Non-Elderly Disabled Resident Population is less than 20%

Disabled Head or Co-Head Applicants who are under 62 years of age and are on a Federal Elderly and Disabled Program designated development/AMP wait list where the non-elderly disabled resident population is less than 20% **AND** who do not require

wheelchair accessible units will receive preference points. The Designated Housing Preference shall be further ranked in the following order:

- Among households (i.e. within the same housing Priority category), first Preference shall be given to non-elderly disabled households whose Head and/or Co-Head is/are under 62 years of age.
- Among households (i.e. within the same housing Priority category), second Preference shall be given to households whose Head and/or Co-Head is/are Elderly (62 years of age or older).

(ii) When Elderly Resident Population is less than 80%

Applicants who are 62 years of age or older and are on a Federal Elderly and Disabled Program designated development/AMP wait list where the elderly resident population is less than 80% **AND** who do not require wheelchair accessible units will receive preference points. The Designated Housing Preference shall be further ranked in the following order:

- Among households (i.e. within the same housing Priority category), first Preference shall be given to households whose Head and/or Co-Head is/are 62 years of age or older.
- Among households (i.e. within the same housing Priority category), second Preference shall be given to households whose Head and/or Co-Head is/are Non Elderly Disabled (<62 years of age).

(b) State

(i) General Provisions for Placements

Placements are to be made in elderly/disabled housing to achieve a mixed population of elderly households in 86.5% of the units and handicapped households in 13.5% of the units. The BHA shall place applicants in accordance with 760 CMR 5.10(2) in order to attain or to sustain these percentages. Such placements shall also be made in accordance with any applicable priority and preference categories.

Any accessible or modified unit shall be offered to an applicant household that includes a person, regardless of age, who has a physical handicap which handicap necessitates one or more of the special design features of the unit.

(ii) Placements by BHA in Elderly/Disabled Housing

Prior to making a placement in elderly/disabled housing, the BHA shall determine the BHA's current percentage of c. 667 units occupied by disabled households. In making this determination the BHA shall count all c. 667 units including c. 667 congregate units, c. 667 section 8 new construction or substantial rehabilitation units, c. 667 modified units, and c. 667 conventional units. The BHA shall then place applicants as follows:

If the percentage of units occupied by disabled households is less than 13.5%, the BHA shall place one eligible and qualified disabled household for each eligible and qualified elderly household placed until the percentage of disabled households equals or exceeds 13.5%.

If the percentage of the units occupied by disabled households equals or exceeds 13.5%, the BHA shall place eligible and qualified elderly households until the percentage of disabled households falls below 13.5%.

If the percentage of units occupied by disabled households equals or exceeds 13.5%, but the BHA has exhausted its waiting list of eligible and qualified elderly households, the BHA shall place those eligible and qualified disabled households whose members have attained the age of 50 but are less than 60 years old until such time as the percentage of disabled households falls below 13.5% or until there is an application from an eligible and qualified elderly household.

If the percentage of units occupied by disabled households equals or exceeds 13.5%, and the BHA has exhausted its waiting list of eligible and qualified elderly households and eligible and qualified disabled households whose members have attained the age of 50 but are less than 60 years old, the BHA shall place eligible and qualified disabled households, without regard to age, until there is an eligible and qualified elderly household or, in the absence of such an elderly household, an eligible and qualified disabled household whose members have attained age 50 but who are less than 60 years old.

4.6.2 Single Elderly and Disabled Preference

The Boston Housing Authority has an Admissions preference for a single person Applicant, who is Elderly or Disabled over other single persons. An Applicant will be given preference over an Applicant who is a Single Person who is not an Elderly or Disabled person within each waiting list Priority category. Applicants who require a wheelchair will not receive these preference points since they shall be matched to wheelchair accessible units through the offers process.

Note: A single woman who is pregnant at the time of admission, or a Single Person who has secured or is in the process of securing the custody of any individual(s) below the age of 18, will not be considered a Single Person for the purposes of this preference

4.6.3 Veterans Preference

The Veterans' Preference shall be ranked above the residency Preference.

A "veteran", as used in this Admission and Continued Occupancy Policy (ACOP) shall include the Veteran, the spouse, surviving spouse, Dependent parent or child of a Veteran and the divorced spouse of a Veteran who is the legal guardian of a child of a Veteran.

Verification Requirement:

Applicants claiming a Veteran's Preference must provide a copy of the discharge documents of the Veteran for whom the Preference is claimed. The Veteran's Preference is only applicable to Veterans and/or immediate families of Veterans who were discharged under circumstances other than dishonorable.

4.6.4 Displaced Boston Tenant Preference

The BHA shall give two (2) Preference points to an Applicant who was displaced from a unit within the City of Boston.

(a) No length of Residency Required

This Preference is not based on how long an Applicant has resident of the City of Boston, but only upon the establishment and proper verification of residency within the City Of Boston.

(b) Verification Requirements

To receive this Preference, an Applicant must verify that: (1) they were displaced from a unit within the City of Boston.

The following documentation is a non-exhaustive list of documentation that may be used, in conjunction with Priority documentation that establishes displacement, will verify the Displaced Boston Tenant Preference:

- (i) Landlord verification
- (ii) A copy of a Lease
- (iii) Utility Bill (electric, gas, oil, or water)
- (iv) Mortgage Payments
- (v) Letter from School Department
- (vi) Letter from Social Security Department
- (vii) Taxes
- (viii) Other verification deemed acceptable or necessary by BHA

4.7 Apartment Features Considered

Before applying Priorities and Preferences, BHA will determine the appropriate apartment size and special features based on Household composition and needs. In making the selection of a Household for an apartment with accessible features, the BHA will give preference to Households with the greatest number of Priority/Preference points, the earliest approval date for said Priority/Preference points and earliest application date that include a person with disabilities who has a specific need for the apartment features.

4.8 Changes in Priority and/or Preference

An Applicant is required to report any change in circumstances that may result in a change of priority or preferences.

Verification

To the extent that the verification determines that the Household does now qualify for a Priority and/or Preference, the Household will be moved up on any waiting list previously selected in accordance with its Priority and/or Preference(s), and the date such Priority and/or Preference(s) is approved.

Similarly, removal of a Priority and/or Preference (because a Household is discovered to be ineligible for a Priority and/or Preference) will result in a reduction of waiting list points, and therefore change of waiting list position, for the Household.

4.9 Applicant Family Break-Up Policy

An Applicant Family Break-Up occurs when a Head and Co-head of household will no longer reside together and/or there is a dispute as to who will retain the original Application date or any approved Priority and/or Preference(s). An Applicant Family Break-Up situation where only one individual signed the Application (i.e., where there is a Head but no Co-head of household) occurs in instances of domestic violence and where an Adult(s) who is/are not currently a household member(s) advance(s) a claim on behalf of a minor or incapacitated Head who is/are on the Application's household composition.

When the BHA receives notice that a Family has broken up or will imminently break-up, the BHA will make the determination of which Family member will retain what Application date and or any approved Priority and/or Preference(s) using the criteria and the procedure provided below.

4.9.1 Split between Head and Co-Head of Household

(a) When the Head and Co-Head of Household no longer wish to reside with each other, the BHA will split the application between the two.

(i) Application Date and Priority/Preference for Split Household

If both Head and Co-Head signed the original application and both qualified for the Priority and/or Preference(s) status that was selected by the united Family, prior to the Break-up, both the Head and Co-Head shall retain the original application date and Priority status. Otherwise, only the portion of the Family that qualifies for the Priority and/or Preference(s) status selected prior to the break-up shall retain such Priority and/or Preference(s).

(ii) If the Co-Head was added later, they shall be approved for the application date equal to the date when they were added to the application of the individual who originally applied. The BHA will determine if there are any applicable Priority and/or Preference(s) based on the documentation that was submitted when the Co-head was added to the application.

(b) BHA Determination in cases of a split between a Head of Household and other Adult Household member due to domestic violence:

(i) If a court has determined the disposition of the Family's Application in a divorce or separation under a court order or court approved settlement (provided that no provision is against State or Federal Housing regulations), the BHA is bound by the court's determination as to which Household Member(s) will continue with the Application. Such a determination cannot be appealed through the BHA review process, as it is the court's determination and not the BHA's determination that governs.

(ii) In the absence of a court order, the BHA shall determine whether the Family member who did not sign the Application should be given a separate Application. The BHA will make this determination based on individual circumstances.

(iii) Verification Requirements

A third-party, written verification from the local police department, a social service agency, a court of competent jurisdiction, a clergy member, a physician, or a public or private facility that provides shelter or counseling to the victims of domestic violence.

Verification will not be considered valid unless it, (1) supplies the name of the threatening or abusive Household Member, and (2) describes how the situation came to verifier's attention, and Indicates that the threats and/or violence are of a recent (within the past six [6] months)

(c) Notice of Proposed Disposition of Application

A notice shall be sent to any and all addresses identified by the Head of Household and Co-Head of Household, and not solely to the last address for the Head of Household.

In cases where a Household Member who is an alleged victim of Domestic Violence, but is not a Head or Co-Head of Household requests a separate application, the notice shall describe what factors BHA utilized in arriving at its decision. The notice shall also state the alleged victim of Domestic Violence has twenty (20) days to request a review of the decision.

(d) Any adult granted the Application is subject to fulfill all preliminary and final eligibility requirements governed by the ACOP or its successor.

4.9.2 Applicant Family Break Up for Minor Households

Procedure Where There is a Family Break-Up and Adults Who Are Not Currently Household Members Advance a Claim on Behalf of Minor or Incapacitated Household Members.

(a) Where there has been an Applicant Family Break-Up with one or more remaining Minor and/or incapacitated Household Members and no remaining Co-Head, AND The result of the Break-up was due to reasons included but not limited to death, incarceration, or incapacitation of the Head, AND one or more adults who are not currently Household Members advance a claim that they wish to become the Head of Household on behalf of one or more remaining Minor or incapacitated Household Members, AND there is a dispute about who should become the Head of Household, the BHA shall determine which such claimant, if any, shall take over the Application.

(b) In the event the remaining Household Member(s) is an incapacitated Adult who is unable to fulfill the Family obligations, the proposed Applicant must be an adult who has been appointed either a temporary or permanent guardianship, and is willing to assume the obligations and responsibilities as Head of Household.

(c) Any adult granted the Application is subject to fulfill all preliminary and final eligibility requirements governed by the ACOP or its successor.

CHAPTER 5: DETERMINATION OF ELIGIBILITY

5.1 Eligibility

Eligibility for Federal programs is determined in accordance with federal regulations and this policy.

Eligibility for State Public housing is governed by 760 CMR 5.00

5.1.1 Threshold Eligibility Requirements

(a) Family Program and Elderly Disabled Program

In order to be preliminarily eligible for the Family Program or Elderly Disabled Program, a Household must meet the following threshold requirements:

- (i) The Household must be a Family as defined in this policy;
- (ii) The Household must have an Annual Income at or below program guidelines, as defined below; and
- (iii) The Applicant must not owe uncollected rent and/or miscellaneous charges (for any program administered by the BHA or Other Publicly Assisted Housing Program⁴).

An Applicant that owes a balance to the BHA, will be notified of the requirement to repay the balance prior to admission. The Applicant shall have the opportunity to dispute the past debt or to establish any mitigating circumstances and/or reasonable accommodation and of the right to seek a review of the determination on mitigating circumstances and reasonable accommodation.

In certain circumstances, such as a conversion action where public housing is being converted to another form of subsidized housing, the BHA may consider entering into a repayment agreement with the applicant.

(b) Elderly and Disabled Program Only

In order to be eligible for the Elderly and Disabled Program a Household must meet the above threshold requirements. In addition:

⁴ Other Publicly Assisted Housing Program – means residence in any housing program assisted under M.G.L. Chapter 121B (such as state-assisted public housing for families, elderly or disabled persons), or Massachusetts Rental Voucher Program or assisted under the United States Housing Act of 1937 as amended (42 U.S.C. 1401 et seq.) (such as federally-assisted public housing for families, elderly or disabled persons, Section 8 certificate/voucher, project-based certificate, moderate rehabilitation, loan management/property disposition leased housing program, Indian housing, or tenant-based assistance under the HOME program)

- (i) The Head of Household, Co-Head of Household or Sole Member must be 62 years of age or older (60 years of age or older for State-Aided Housing) or handicapped or Disabled.

State Public Housing 760 CMR 5.03 – Elderly Housing

Elderly Household. A household, residing in or applying for elderly/handicapped housing, containing at least one elderly person.

Elderly Persons of Low Income. Persons having reached 60 years of age or older who are income eligible for state-aided public housing. As used in 760 CMR 5.00, Elderly Person shall mean an elderly person of low income.

Elderly/Handicapped Housing. St. 1954, c. 667 housing managed pursuant to the provisions of M.G.L. c. 121B, §§ 39 and 40 for elderly persons of low income and handicapped persons of low income.

5.1.2 Eligibility Determination

To determine final eligibility of the Applicant, BHA will verify the following:

- (a) Whether the Applicant meets the definition of Family,
- (b) Elderly or Disabled status of the Applicant,
- (c) Income,
- (d) Appropriate bedroom size and features required for the family,
- (e) Priority and/or Preference,
- (f) Qualification of the Applicant with to the Screening Criteria set forth below,
- (g) Proof of Social Security Number,
- (h) Citizenship status, if applicable
- (i) The calculated pro-rated rent for admission shall not exceed 50% of the household's total gross income.

5.2 Verification Generally

When an application nears the top of a waiting list the BHA will request access to reliable and reasonably obtainable documentation verifying the accuracy of information appearing on the application form and the selected priority, preference, eligibility and qualification.

State Public Housing 760 CMR 5.12 – Verification of Preference, Eligibility and Qualification

(1) When an application nears the top of a waiting list for housing in a program at an LHA, the LHA shall require the applicant to provide the LHA access to reliable and reasonably obtainable documentation verifying the accuracy of information appearing on the application form or otherwise necessary for the LHA's final determination of the applicant's Preference, eligibility and qualification. If the LHA is unable to verify the information that was provided in the application within ten business days of the LHA's request for verification, then the LHA may make an offer of housing to the applicant appearing next on the waiting list for whom it has obtained fully verified information. If an LHA determines that the criteria for Preference, eligibility or qualification is not met, then the LHA shall deny the applicant's Preference, eligibility or qualification and inform the applicant of the right to appeal the determination pursuant to 760 CMR 5.13. Any grant or denial of a Preference, or determination of ineligibility or disqualification, that is made by an LHA shall only affect the application on that LHA's waiting list for the program for which the applicant is being considered at that LHA.

(2) Income of applicants shall be verified by the procedure specified for rent determination. If the LHA has verified any information when making a preliminary determination of eligibility for the applicant, and that information is more than 90 days old, the LHA shall reverify such information on its final determination of eligibility and qualification. Non-receipt of requested documentation, without good cause established by applicant, shall be cause for determining applicant unqualified.

(3) The LHA shall require an applicant to provide the names and current addresses of all landlords (or housing providers) for applicant and household members during the period five years prior to application through the date of the final determination. If, after request the LHA has failed to receive a reference from a landlord (or housing provider) it shall notify applicant of non-receipt, and the LHA shall request that applicant use their best efforts to cause the landlord (or housing provider) to submit the reference to the LHA. In the event the applicant uses their best efforts but is unsuccessful, the applicant shall cooperate with the LHA in securing information from other sources about the tenancy. Non-receipt of a reference from a landlord (or housing provider) shall be cause for determining an applicant unqualified, unless the applicant can show that they have used best efforts to secure the reference and that they have complied with reasonable requests for cooperation in securing other information.

(4) In determining qualification the LHA shall check Criminal Offender Record Information and Sex Offender Registration Information and make reasonable efforts to check available records of out-of-state criminal convictions. The LHA may also check: public records; other sources of public information; credit reports; and other reliable sources. The LHA may also make a home visit, which shall be scheduled reasonably in advance. Observations by the person making such a visit shall be promptly reduced to writing and placed in the applicant's file.

(5) Information regarding eligibility or qualification may be obtained by the LHA from interviews with the applicant and with others, from telephone conversations, letters, or other documents, and from other oral or written materials. All such information received shall be recorded in the applicant's file, including the date of its receipt, the identity of the source, and the person receiving the information.

5.2.1 Documentation

All documents used to determine or verify eligibility shall be maintained in the Applicant file. Files should be maintained in accordance with State and federal laws.

5.2.2 Applicant Release of Information

All adult household members will be required to execute releases of information to allow the BHA to verify eligibility.

Refusal to sign these forms or other documents required to process the Application or conduct screening will result in the withdrawal of the Application.

5.2.3 Verification Order of Preference for Federal Programs

The BHA will accept verification of screening and eligibility information in the following order of preference:

(a) Up Front Verification

Verification through the computer matching system employed by HUD (EIV) when available or required or another computer wage reporting system is the highest, most acceptable form of verification. This type of verification is not limited to income, but also pertains to verification of family composition, housing situation, and other factors that may be useful in determining admission and continued eligibility.

(b) Written Third Party Verification Supplied by Household

Written verification originated by a third party when Up-Front verification is not available, up to date or is disputed by a resident. Written third party verification includes resident-supplied original or authentic documents generated by a third party source. Resident-supplied documents must be dated within sixty (60) days of receipt by the BHA.

Certain documents, such as birth certificates and social security cards are not subject to change and do not need to meet the sixty (60) day requirements. See 5.3.4 below.

(c) Written Third Party Verification Responding to BHA Request

A standardized form to collect information from a third party source. The form is completed by the third party by hand (in writing or typeset). The BHA will send the form directly to the third party source by mail, fax, or e-mail. This type of verification will be used if the resident is unable to provide acceptable documents that are generated by a third party.

(d) Oral Third Party Verification

Staff documented verification from a third party by telephone will be accepted where written verification is impractical, or the third party is unresponsive to BHA's written requests within ten (10) business days of mailing. Staff shall utilize the same form that would have been mailed to the third party. All the information required by the written verification form should be requested during the telephone contact. BHA staff will complete the form on the basis of such information. The contact person, date and time of conversation will be noted and the BHA staff person who made the telephone call will sign the form.

(e) Verification by Self-Certification

The BHA may choose to accept an affidavit from an Applicant regarding housing and employment history only when verification by a third party written or oral, and verification by documents is impossible to obtain.

5.2.4 Verification Timelines

General procedures applicable to screening information are as follows:

(a) Information subject to change

Generally, documents should be dated within sixty (60) days of receipt. Verification information is valid for ninety (90) days from the date received by the BHA. Information may be updated by telephone or fax for an additional thirty (30) days. After one hundred and twenty (120) days, the Applicant must obtain new verification documentation.

(b) Information not subject to change

BHA will verify this information (e.g. verification of age or place of birth) only once during the screening process.

5.2.5 BHA Right to Request Additional Verification

In the case that the documentation provided by the applicant is not complete or is otherwise doubtful, the BHA may require the Household Member to sign a release allowing the BHA to obtain the information directly from the third party.

The BHA has discretion to determine what constitutes adequate and credible documentation. If staff has doubts about the veracity or reliability of information received, they may examine alternative methods of verification with the Applicant or third parties until they are satisfied that the documentation is reliable or that reliable documentation is unattainable. The BHA will not offer housing to an Applicant household who has failed to provide requested documentation or to identify sources who can provide documentation which demonstrates the ability of the household to comply with the essential obligations of the Lease or meet other eligibility requirements.

5.3 Verification of Family Composition

5.3.1 Photo identification

The Head and Co-Head of Household must supply one of the following forms of photo identification:

- (a) Driver's license
- (b) Registry of Motor Vehicles picture ID
- (c) Passport
- (d) Student or employer ID
- (e) Other photo ID acceptable to BHA

5.3.2 Proof of Birth

Proof of Birth or Expected Birth for all Household Members (One of the following proof of birth documents in order of preferred documentation):

- (a) Birth Certificates
- (b) Passports
- (c) Original Baptismal Records
- (d) Original INS documents for eligible Non-Citizens (Federal only)
- (e) Other records as deemed appropriate by BHA (Marriage certificate, DDG214, Statement from Social Security Administration)

(f) A letter documenting pregnancy as well as anticipated date of birth will be required for all unborn children listed on application.

5.3.3 Proof of Relationships

Applies to minor children or the care of adults in guardianship situations. The following types of documents will be accepted:

- (a) Birth Certificates
- (b) Court records of adoption
- (c) Court records of guardianship
- (d) Other written documentation or designation from the minor child's parent or other such person having legal custody.

5.3.4 Social Security Numbers

Federal regulations require that the social security numbers of all Applicant household members must be verified except for those individuals who do not contend to have eligible immigration status. One of the following types of documents may be accepted:

- (a) Social security card. Copies of Social Security cards shall be destroyed if an Applicant becomes housed and the Social Security number is verified through the HUD Enterprise Income Verification (EIV) system.
- (b) Original Report from the Social Security Administration documenting the unavailability/non-assignment of a social security number for that Applicant household member
- (c) A written statement from the Social Security Administration documenting the social security number assigned for that Applicant household member.

5.3.5 Verification of Student Status

Federal Programs:

Full time student status for an Applicant household member 18 years of age or older shall be verified through statement on the letterhead or other official documentation of an accredited educational institution stating that the Applicant household member is enrolled as a full-time student at that institution.

State Programs:

A Household Member between 18 and 26 years old, who is the dependent of another Household Member shall be verified on the letter of other official documentation of an accredited institution stating that the Applicant household member is carrying a course load that is considered at least half-time for students under the standards and practices of the institution

5.3.6 Verification of Disability

The BHA shall verify status as a Disabled Household or Disabled Person for purposes of determining eligibility and rent calculation. The following documentation will be accepted for purposes of verifying the status of a household member as a Disabled Person:

- (a) The household member's sole source of income is SSI benefits, SSDI benefits, or disability retirement income (see income verification below);
- (b) A certification from a Qualified Health Care Provider verifying that the household member meets the criteria of a Disabled Person for the state and federal housing programs.(See Definitions for eligibility of Disabled Persons)

State Public Housing 760 CMR 5.07 – Verification of Handicapped Persons

- (1) The definition of handicapped persons of low income is set out in M.G.L. c. 121B, § 1. A handicapped person of low income, as so defined, may have one or more physical or mental impairments, which shall be considered in conjunction with each other if more than one exists.
- (2) The LHA shall determine whether non-elderly applicants for elderly/handicapped housing are handicapped persons of low income. Upon request, the applicant shall provide documentation sufficient for the LHA to be able to make a determination of eligibility. Such documentation shall be subject to third-party verification. As part of the determination process the following actions and findings are necessary.
 - (a) The applicant shall provide certification by a physician documenting a physical or mental impairment which is expected to be of long and continued duration, but at least for more than six months;
 - (b) the LHA shall determine that either certain special architectural design features or low- rent housing are not available in the private market and that the applicant is faced with living in an institution or decadent, substandard housing, or paying excessive rents; and
 - (c) the LHA shall determine an applicant to be of low income if the applicant's household income is within the income limits set for state-aided public housing.
- (3) Examples of a person with a qualifying physical impairment which may substantially impede their ability to live independently in conventional housing shall

include, but shall not be limited to, a person:

- (a) who is confined to a wheelchair;
- (b) who, because of the use of braces or crutches, or because of the loss of a foot or leg, or because of an arthritic, spastic, pulmonary or cardiac condition walks with significant difficulty or insecurity;
- (c) who, due to a brain, spinal or peripheral nerve injury, suffers from significant coordination deficits;
- (d) who is blind within the definition of blind person set out in 111 CMR 3.03: Definitions;
- (e) who is deaf within the definition set out in M.G.L. 6, § 191; or
- (f) who has a developmental disability which prevents the person from living totally independently and would benefit from the LHA's specialized housing (such a person may include, but is not limited to, a person with cerebral palsy, mental retardation, or epilepsy).

5.3.7 Verification of Need for Special Unit Features

During the application process, the Applicant will identify any required special features that may be required due to the disability of one or more family members. Such features could include first floor apartments, inability to live in a townhouse unit, need for accessible features such as wheelchair accessibility, and other factors.

The need for special features shall be evaluated and verified in accordance with Policy for Good Cause and/or Reasonable Accommodation verifications.

5.3.8 Verification of Citizenship Status (Federal Programs Only)

State Public Housing

Provisions with respect to Citizenship status and eligibility do not apply to State public housing programs.

(a) Citizen and Non-Citizen Eligibility Requirements

Each Household Member's status as a U.S. citizen, Eligible Non-Citizen or ineligible Non-Citizen must be verified except as indicated below. Determination of eligibility or partial eligibility for public housing benefits (federal program only) is affected by citizen or Non-Citizen status. At least one household member must be a citizen or an Eligible Non-Citizen. Immigration Status for all Non-Citizen household members must be verified through the U.S. Department of Immigration and Naturalization Service.

(b) Mixed Household

An eligible Mixed Household is defined as a Household containing members who are citizens or with Eligible Non-Citizen Status, as well as members without such status, and that meets the criteria for eligibility for continued assistance. Continued financial assistance may be provided to an eligible mixed Household, but it will be prorated based upon the percentage of Household Members that are eligible for assistance.

(c) Evidence of Citizenship Status

Evidence of U.S. Citizenship or "Eligible Immigration Status" will be required to be submitted for all household members regardless of their age, except as indicated below:

- (i) For Citizens, a signed Declaration of U.S. Citizenship
- (ii) For Non-Citizen who is age 62 or over, a signed Declaration of "Eligible Immigration Status" and proof of age.
- (iii) For Applicants not contending to have citizenship or eligible immigration status, a completed "Non-Contending" form certifying the lack of status.
- (iv) An Applicant who is a Non-Citizen who does not fall into one of the categories above must provide a signed Declaration of "Eligible Immigration Status," a signed Verification Consent Form and one of the original documents listed below:
 - Registered Alien Card (U.S. Immigration and Naturalization Service (INS) I-551 Form)
 - Arrival /Departure Record (U.S. Immigration and Naturalization Service (INS) I-94 Form); with one of the following annotations:
 - (a) "Admitted as Refugee pursuant to Section 207";
 - (b) "Section 208" or "Asylum";
 - (c) "Section 243(h)" or "Deportation stayed by Attorney General";
 - (d) "Paroled pursuant to Section 2112(d)(5) of the INAA"
 - Arrival /Departure Record (U.S. Immigration and Naturalization Service (INS) I-94 Form) not annotated, accompanied by one of the following documents:
 - (a) A final court decision granting asylum to which no appeal was taken.
 - (b) A letter from a U.S. Immigration and Naturalization Service (INS) Asylum Officer granting asylum (if application was filed on or after October 1, 1990) or from a U.S. Immigration and Naturalization Service (INS) District Director (if application filed before October 1, 1990).
 - (c) A court decision granting the withholding of deportation.
 - (d) A letter from a U.S. Immigration and Naturalization Service (INS) Asylum Officer granting withholding of deportation (if application was filed on or after October 1, 1990).

- Temporary Resident Card (U.S. Immigration and Naturalization Service (INS) I-688 Form or also known/replaced by the I-766 Form which must be annotated with the notation either: "Section 245A" or "Section 210")
- Employment Authorization Card (U.S. Immigration and Naturalization Service (INS) Employment Authorization Card I-688B Form or also known/replaced by the I-766 Form which must be annotated with the notation either: "Provision of Law 274a.12(11)" or "Provision of Law 274a.12")
- Receipt From the U.S. Immigration and Naturalization Service (INS) Indicating Application for Issuance of a Replacement Document

(d) Denial or Termination of Assistance

The BHA will deny assistance to an Applicant or terminate assistance to a resident in the following situations:

- (i) Evidence of citizenship or Eligible Non-Citizen status is not submitted by the date set by the BHA or by the expiration of any extension granted by the BHA;
- (ii) Evidence of Eligible Non-Citizen status is submitted in a timely fashion, but INS primary and secondary verification does not verify Eligible Non-Citizen status of a household member; and

The Household does not pursue an INS appeal or informal hearing rights; **or**

The INS appeal and informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the Household Member; **or**

- (iii) The BHA determines that a Household Member has knowingly permitted another individual who is not eligible for assistance to reside on a permanent basis in the public or assisted housing apartment of the Household Member. Such termination shall be for a period of not less than 24 months. This provision does not apply to a Household if the ineligibility of the ineligible individual was considered in calculating any proration of assistance provided for the Household.

(e) Prohibition to Delay, Deny, Reduce or Terminate Assistance

The BHA will not delay, deny, reduce or terminate assistance to an Applicant or resident on the basis of ineligible Non-Citizen status of a household member if:

- (i) The primary and secondary verification of any immigration documents that were submitted in a timely manner has not been completed;
- (ii) The household member for whom required evidence has not been submitted has moved from the assisted apartment;

(iii) The household member who is determined not to be in an Eligible Non-Citizen status following INS verification has moved from the assisted apartment;

(iv) The INS appeals process has not been concluded;

(v) For residents, following notification of the INS decision on appeal, or in lieu of a request of appeal to the INS, an informal BHA hearing has been requested by the Household and said hearing process has not been completed (under the regulations, the BHA may delay but not deny assistance to an Applicant during the pendency of the informal hearing process);

(vi) Assistance is prorated in accordance with the applicable Federal requirement; or

(vii) Assistance for a mixed Household is continued in accordance with applicable Federal requirements; or

(viii) Deferral of termination of assistance is granted.

(f) Preservation of Assistance

(i) Prorated Assistance

For Resident Households prorated Assistance is available for a mixed Household that qualifies other than a Household who requests and receives Temporary deferral of Termination Assistance. Proration is calculated in accordance with Federal requirements.

(ii) Temporary Deferral of Termination of Assistance

A mixed Household that qualifies for prorated assistance but decides not to accept prorated assistance may be granted a Temporary Deferral of Termination of Assistance. The BHA will notify a resident Household in writing at least 60 calendar days in advance of the expiration of a deferral period if termination will no longer be deferred. An applicant for refugee or asylum status may receive a Temporary Deferral of Termination of Assistance pending a determination of status.

5.4 Verification of Income and Deductions

Projections of annual income shall be based on the best available information, with due consideration to the past year's income of all household members, current income rate and effective date; and shall include projections for each income recipient in the household.

HUD mandates use of Enterprise Income Verification (EIV) for current residents. However, EIV is not available to verify income of applicants.

The following outlines the types of verification of income, deductions, exclusions and assets will be accepted.

State Programs: Please note that the following verification is a non-exhaustive list of types of verification that may be required to verify income and assets as permitted under 760.CMR 6.04.

5.4.1 Income from Employment

Federal Program:

(a) Verification through the computer matching system employed by HUD (EIV) or a computer wage reporting system.

(b) A statement from the Employer stating the gross wages of the employee, including history or anticipated amounts of overtime or bonus to be earned by the employee, or

(c) Two (2) most recent and consecutive pay stubs showing gross income for each pay period and all deductions.

(d) The income of workers employed on an irregular basis will be estimated based on the verification of the best information available, with due consideration to earning ability and work history.

State Program:

For wages, interest, dividends, annuities, pensions or recurring lottery winnings, the Tenant shall submit copies of the prior year's tax reporting forms received by the Tenant (including W-2 forms, W-2G forms, and 1099 forms).

5.4.2 Income from governmental agencies

(a) Verification through the computer matching system employed by HUD (EIV) or a computer wage reporting system.

(b) A statement from the appropriate agency (Social Security, Department of Transitional Assistance, Employment Security, etc.), stating the amount of annual or monthly income provided, including the gross amount and any deductions taken.

5.4.3 Income from Retirement Accounts

(a) A statement from the source stating the amount of annual or monthly income provided, including the gross amount and any deductions taken

5.4.4 Income from the operation of a business or profession

Federal Program

- (a) Most recent audited financial statement of income and loss;
- (b) Most recent tax return showing income and loss from the operation of a business or profession.

State Program

For self-employment income the Tenant shall submit a copy of the prior year's Schedule C of US Form-1040

5.4.5 Zero Income

- (a) When an Applicant household reports zero income, the BHA may require the Applicant household to complete a budget or statement of financial responsibility. Any sources of regular cash expenditures will be used as income.

5.4.6 Child Support, alimony, regular gifts and gambling proceeds

- (a) A statement from the individual, business or agency providing the income and the frequency and amount of income provided; and/or
- (b) Signed release form allowing the BHA to obtain information from the State Division of Child Support.

5.4.7 Income from Assets

- (a) Income from assets shall be based on either the actual income received or imputed income based upon current passbook savings rates in accordance with federal and state regulations and guidance as applicable. For instance, actual interest received shall be used for interest bearing bank accounts, money market funds, rented property, etc.

Imputed income will be used for real property which is not rented, jewelry, coin collections, works of art and other non-income bearing assets. If the value of the asset is more than \$5,000 the higher of imputed income or actual income received will be used. Common household items such as furniture, clothing, and vehicles used for day-to-day transportation shall not be considered assets for the purposes of calculating income.

- (b) Types of verification which will be accepted for purposes of determining the value and income received from an asset include:
 - (i) The most recent statement for statement accounts, including bank accounts, money market funds, mutual funds, or other assets for which regular statements are issued;
 - (ii) Original passbook for passbook savings accounts;
 - (iii) Most recent (no older than one year) appraised value of real property owned provided it's reflective of fair market value, in the form of property tax bill or appraisal from a Real Estate Appraiser; and

(iv) Appraised valuations of any non-essential personal assets such as jewelry, coin collections, antiques or classic cars.

(v) For a family with net assets equal to or less than \$5,000, the BHA may accept a family's declaration that it has net assets equal to or less than \$5,000 without taking additional steps to verify the accuracy of the declaration. The BHA must obtain third-party verification of all family assets every three years.

5.4.8 Verification of childcare expenses or care of disabled household member deductions

(a) Statement from the provider of childcare or care of Disabled Person who is a household member of the amount of payment made on a periodic basis by the Applicant household.

(b) Filed income tax return stating the amount paid for childcare or care of a disabled household member and the person or agency to whom the expense was paid.

5.4.9 Verification of Medical Deductions

(a) Payments for necessary medical expenses (including co-payment amounts) which are not covered by insurance or otherwise reimbursed are deductions from income, provided that such expenses are in excess of 3% of annual gross household income and are paid by household members. Payments for medical health insurance are also considered medical expenses are a deduction. For federal programs, the medical deduction is limited to resident households where the head or spouse is a person who is at least 62 years of age or a person with disabilities. For State programs, this deduction is applicable to all households.

Eligible residents must submit evidence of the following medical expenses for all household members paid within the last twelve months:

(i) Statement of the cost of medical insurance and the frequency of cost from the provider or in the form of deductions indicated on pay stubs or Social Security statements accompanied by proof of payment;

(ii) Receipts for payment of prescriptions and other health care needs. Non-prescription health care needs must be documented by both receipts and a statement from a Qualified Health Care Provider of the need for such items (including non-prescription medications, wheelchairs or other disability related aids, etc.);

(iii) Signed printout of prescription costs from a pharmacy accompanied by proof of payment;

(iv) Medical or dental bills for a household member paid by a household member;

(v) Un-reimbursed reasonable attendant care and auxiliary apparatus expenses and for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.

5.4.10 Permissive Deduction in Excess of Monthly Stipend

The BHA shall deduct resident service stipend amounts in excess of the \$200 monthly limit from annual income for any period determined by its Administrator to be an emergency including but not limited to a pandemic when assistance is urgently required to assist BHA residents and when funding for stipends is available. Any such determination by the Administrator shall be in writing and include the duration of the emergency. The activities to be carried out as a result of the determination shall be clearly defined and will not include work that would ordinarily be performed by BHA staff.

5.4.11 Income Exclusions

Certain sources of income are excluded by the BHA in accordance with Federal and state regulations as set forth in 24 CFR 5.609(c) and 760 CMR respectively.

5.5 Screening for Suitability

Applicants are screened for suitability in accordance with BHA policies and HUD and EOHLC regulations (24 CFR Part 960.205 and 760 CMR 5.00 respectively), and guidance. BHA shall screen all members of the applicant's household who are 18 years or older and review the criminal background for all household members that are 14 or older, the age in Massachusetts at which a minor may be tried as an adult.

5.5.1 Purpose of Suitability Screening

BHA seeks to promote safety and stability in its communities by leasing to applicants who have a reasonable expectation of being able to consistently comply with the terms of their lease agreement. Accordingly, BHA's screening process to evaluates the ability of the applicant household to:

- (a) Pay rent in accordance with BHA's policies and lease provisions;
- (b) Comply with terms of a lease agreement, health and safety codes, applicable laws and regulations;
- (c) Properly maintain a residence in accordance with accepted standards of cleanliness, housekeeping, health, and safety; and applicable laws and ordinances;
- (d) Live harmoniously with other BHA residents and the community at large;

- (e) Comply with BHA policy and program requirements;
- (f) Behave in a manner that will not adversely affect the health, safety, and welfare of BHA staff, its agents or invitees; and
- (g) Not engage in criminal activity, including illegal drug-related activity, either on or off BHA premises.

The screening process may consider information, including, but not limited to the applicant's assets, income, criminal history, and housing history, and may be obtained from a variety of sources including credit reports, criminal records, rental references, criminal background reports, records of housing-related collections, evictions, and judgments.

5.5.2 Housing History

The Applicant Household shall provide a minimum of a one-year housing history upon request. The housing history shall be evaluated and verified for the criteria identified below to determine suitability for BHA housing. If the one-year housing history provides conflicting or insufficient or incomplete information, the BHA may request an additional two years of housing history from the Applicant. The BHA, at its discretion may request additional information from any of the verification sources provided or additional housing history beyond three years to clarify inconsistencies or to obtain sufficient information to evaluate an Applicant for suitability.

A BHA Applicant for the State Public Housing program shall be required to submit a five (5) year housing history in accordance with the current online application system and the State regulatory requirements.

5.5.3 Criminal History

(a) Use of Criminal History

A record of involvement in criminal activity by the Applicant or member of the Applicant Household in crimes of physical violence to persons or property, crimes of fraud, prostitution or larceny and other criminal acts including the use and/or distribution of an illegal drug, or the illegal use (or pattern of illegal use) and distribution of any illegal drug, or abuse (or pattern of abuse) of alcohol which may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Residents, as prohibited by the BHA Lease will be considered in the screening process.

For State public housing, the criminal record will be considered if the applicant or a household member in the past has engaged in criminal activity, or activity in violation of section four of chapter one hundred and fifty-one B, which if repeated by a tenant in public housing, would interfere with or threaten the rights of other tenants to be secure in

their persons or in their property or with the rights of other tenants to the peaceful enjoyment of their units and the common areas of the housing development. See MGL 121B, Section 32(d).

BHA shall use Criminal Offender Record Information (CORI) provided by the Massachusetts Criminal History Systems Board, criminal histories provided by other states/jurisdictions, Federal authorities, court records, and other evidence of criminal activity including landlord references to prevent criminal activity that would adversely affect the health, safety or welfare or physical security of property of other Residents, BHA staff or guests.

BHA shall review both convictions and pending charges.

If the Criminal record information shows that a case is continued without a finding (CWO) or "placed on file" it cannot be used as a determination that the Applicant or household member, in fact, engaged in criminal activity without other independent evidence of the criminal activity charged. Independent evidence might include: police reports documenting criminal activity, statements from the arresting officer or other reliable information that the Applicant and/or a household member committed the crime charged.

Criminal record information shall be requested and maintained in accordance with guidance established by the Massachusetts Executive Office of Housing and Livable Communities (EOHLC) and 803 CMR 5.00 and any other applicable laws.

The Applicant Household is required to allow the BHA to review the criminal background history for all Applicant Household members who are 14 years of age or older. Criminal History may be reviewed for minors who are 14 or older if they were tried as an adult, otherwise known as youthful offender information. The BHA will not review any juvenile offender information.

(b) Mandatory Denial

(i) Lifetime Sex Offender Registration Requirement. BHA shall use Sex Offender Registry Information (SORI) as permitted by law in the eligibility determination process. Persons convicted of sexual offenses and subject to a lifetime sexual offender registration requirement are permanently prohibited from admission to Federally assisted developments/AMPs and they are only eligible for admission to State aided developments upon establishing acceptable Mitigating Circumstances. The BHA will conduct criminal history background checks sufficient to determine whether any household member is subject to such a registration requirement.

(ii) Conviction for Manufacture of Methamphetamine. Persons that have been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of Federally-assisted housing are permanently prohibited from admission to Federally assisted developments/AMPs and are only eligible for admission to State aided developments upon establishing acceptable Mitigating Circumstances.

(c) Look back period

The review of criminal history shall be limited to a period of three (3) years for criminal activities which would be punishable as a misdemeanor or equivalent level of culpability under local law and seven (7) years (except where the Housing Authority has an obligation to ban applicants whose criminal activity is subject to mandatory denial) for an activity which would be punishable as a felony or equivalent level of culpability under local law. The look back period shall run from the date of conviction or the release date, whichever is later. The Housing Authority may deny an applicant whose criminal record shows a pattern of violent criminal activity, or activity that is inherently violent, even though the activity has occurred outside of the time frame set out above.

Once a criminal record has been sealed pursuant to G.L. c. 276, §100A, it may no longer be evaluated for the purposes of screening.

(d) Use of Illegal Drugs

(i) Current Use

BHA will not admit a current user of illegal drugs. The Fair Housing Act explicitly states that current users of illegal drugs are not a protected class. BHA will not exclude former users of illegal drugs solely because of their former illegal drug use.

(ii) Past Use Does Not Excuse Associated Behavior

The fact that an Applicant or household member may have been an illegal drug user in the past does not automatically excuse any disqualifying behavior that the Applicant or household member may have engaged in while an illegal drug user.

(iii) Documentation that a former illegal drug user is not currently using illegal drugs could include:

- Verification from a Qualified Health Care Provider stating that the former illegal drug user has been or is currently in treatment, that there is a reasonable probability that the Applicant will be successful in refraining from use of illegal drugs, that the Applicant is complying with the requirements of the treatment program, and is not currently using an illegal drug;
- Verification from a self-help program (for example, Narcotics Anonymous) stating that the former illegal drug user has been or is participating in their program, that there is a reasonable probability that the Applicant will be successful in refraining from use of illegal drugs, and is not currently using an illegal drug;
- Verification from a probation or parole officer stating that the former illegal drug user has met or is meeting the terms of probation or parole **and** that periodic screens have not revealed the presence of illegal drugs;
- Voluntary drug testing. An Applicant or household member cannot be required to undergo drug testing as a condition of eligibility. However, if they chooses to be

tested, testing shall meet the following requirements: the drug test must be conducted at facilities that use the National Institute of Drug Abuse Guidelines (implementing EO 12564 and Pub. L. 100-71; these guidelines were published April 11, 1988 in the Federal Register) The test must screen for illegal drugs only and the Applicant's use of prescription drugs that contain controlled substances must be taken into account; and the BHA will pay for all costs associated with drug testing unless the costs are otherwise reimbursed.

- If an Applicant or household member is currently in treatment for illegal drug use (as opposed to having successfully completed treatment) or if an Applicant or household member has a history of drug treatment followed by further illegal drug use, the Applicant or household member must demonstrate why current situation and claim of non-drug use is different from the previous unsuccessful efforts to stop using drugs and that the likelihood of a change greater than in the past.
- In such cases, an Applicant or household member should successfully complete the current treatment program and maintain acceptable behavior in the community for a reasonable period established by the BHA.

(e) Treatment for Substance Abuse

Information related to an Applicant's or a member of an Applicant's household treatment by a substance abuse treatment facility. The BHA requires any Applicant or member of Applicant's household to sign a consent form authorizing inquiry to a substance abuse treatment facility where the BHA :

- Receives CORI information that indicates evidence of a prior arrest or conviction for criminal activity which would be a basis for denial due to reasonably current illegal drug use, OR
- Receives information from records from a prior tenancy of the Applicant or household member that demonstrate they were:
- Engaged in the destruction of property;
- Engaged in violent activity against another person;
- Interfered with the right to peaceful enjoyment of the premises by another tenant.

(f) Alcohol Abuse and Screening

An Applicant or household member who is an alcoholic may qualify as a person with a disability under State and Federal anti-discrimination laws and be entitled to certain protections afforded to Disabled Persons. If the abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, an applicant may be disqualified.

(g) Denial for Criminal Activity

The BHA shall not automatically deny an applicant based on the presence of criminal history.

If the Criminal record information indicates that an Applicant and/or household member has a record that would establish a basis for an Ineligibility finding, the Applicant will be notified of the negative information received, provided with an opportunity to review the information and to offer any information as a Mitigating Circumstance before a final determination of Ineligibility is made by the BHA.

(h) Right to Dispute Accuracy of the Criminal Record

If the Applicant believes that the Criminal record information is inaccurate, they must submit to BHA a written notice to this effect. The notice must be provided to BHA within the time specified in BHA's notice to the Applicant. Upon receipt of the Applicant's written notice disputing the accuracy of Criminal record information, BHA will provide the Applicant a reasonable amount of time to provide credible evidence of the report's inaccuracy.

5.5.4 Evaluation of Screening Criteria

The BHA shall deny an Applicant if it finds any of the following conditions are present and there is reason to believe the future behavior of the Applicant or Applicant household members will exhibit the same behavior, unless there are acceptable Mitigating Circumstances.

The history of the Applicant household's conduct must demonstrate that the Applicant household can reasonably be expected not to:

- (a) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises or to adversely affect their health, safety, or welfare or the security of their property.
- (b) Violate the civil rights of any person, while on BHA property, in accordance with the BHA's Zero Tolerance policy.
- (c) Cause damage to the property or fail to pay rent in full and on time.
- (d) Violate the terms and conditions of the BHA lease.
- (e) Require services from BHA staff that would alter the fundamental nature of the BHA's program.
- (f) Illegally use, possess or distribute a controlled substance,

(g) Give the BHA reasonable cause to believe that the illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

5.5.5 Rehabilitation and Mitigating Circumstances

In the event of the receipt of unfavorable information with respect to an Applicant the BHA will notify the Applicant in writing, and the BHA shall permit the Applicant to show whether there are Mitigating Circumstances, which may include a showing of rehabilitation or rehabilitating efforts, sufficient so that when the potentially disqualifying conduct is weighed against the Mitigating Circumstances, the BHA is reasonably certain that the Applicant will not engage in any similar conduct in the future. In making this determination, the BHA shall consider all relevant circumstances, including the severity of the potentially disqualifying conduct, the amount of time which has elapsed since the occurrence of such conduct, the degree of danger, if any, to the health, safety and security of others or to the security of the property of others or to the physical conditions of the housing development/AMP and its common areas if the conduct recurred, the disruption and inconvenience which recurrence would cause the BHA, and the likelihood that the Applicant's behavior in the future will be substantially improved. The greater the degree of danger, if any, to the health, safety and security of others or to the security of property of others or the physical condition of the housing, the greater must be the strength of the showing that a recurrence of behavior, which would have been disqualifying, will not occur in the future.

5.5.6 Outcome of Screening Process

(a) Ineligible

An ineligible Applicant will be promptly notified. The Applicant will receive a Notice of Ineligibility from the BHA, stating the basis for such determination and advising them of the opportunity for an informal review of the determination. The ineligible Applicant will also be informed that they have a right to request reconsideration if the reason for denial of assistance is related to a disability and a reasonable accommodation on account of that disability may make it possible for them to be housed in accordance with the Screening Procedures.

(b) Eligible

Households determined to be Eligible and Qualified after screening will be notified by the BHA of the approximate date of occupancy insofar as that date can be reasonably determined. The BHA will make reasonable effort to estimate accurately an approximate date of occupancy. However, the date given by the BHA is not a guarantee that Applicants will be housed by that date. The availability of a suitable apartment to offer a Household is contingent upon factors not directly controlled by the BHA, such as turnover rates, and availability of apartments of the appropriate size and/or with special features.

5.6 Personal Care Attendants / Live-in Aides

5.6.1 Definition for Federal Programs

Live-in Aide or Live-in Personal Care Attendant (PCA) is a person who:

- (i) Is determined by BHA based upon medical documentation from a Qualified Healthcare Provider to be essential to the care and wellbeing of an Elderly or Disabled Person or persons; **AND**
- (ii) Is not obligated to support the Elderly or Disabled Person or persons; **AND**
- (iii) Would not be living in the Apartment except to provide the necessary supportive care; **AND**
- (v) Has no right to the Apartment as a Residual Tenant, **AND**
- (vi) Does not have their income included in the Elderly or Disabled Participant's Household for the purposes of determining total Family income **Definition State Programs**

Personal Care Attendant (PCA).

A person who resides with a Household Member with a disability and who:

- (a) provides necessary assistance in activities of daily living to such Household Member insofar as he or she requires such assistance on account of his or her disability;
- (b) is not obligated for support of the Household Member; and
- (c) is paid for the fair value of such assistance.

Pursuant to 760 CMR 5.03: Family (Household)(b), if determined by the LHA to be qualified, a full-time, live-in PCA shall be deemed a Household Member for purposes of determining the appropriate unit size in public housing.

If a full-time, live in PCA's income is included in gross household income for purposes of rent determination while the PCA is serving as a PCA, then if the Household Member with a disability to whom the PCA was providing services ceases to occupy the unit, the PCA may receive permission for continued occupancy as a remaining member of the Family (Household) for purposes of 760 CMR 5.03: Family (Household)(b), provided all other criteria for remaining members of the Family (Household) contained in 760 CMR 5.03: Family (Household)(b) have been met.

If a full-time, live-in PCA's income is not included in gross household income for purposes of rent determination while the PCA is serving as a PCA, then the PCA is eligible to be considered a remaining member of the Family (Household) if the Household Member with a disability to whom the PCA was providing services ceases to occupy the unit if, going forward, the individual's income will be included in gross household income for purposes of rent determination and all other criteria for remaining are met.

5.6.2 Policy on Addition of a licensed PCA or Live-in Aide to the Household

- (a) Any Live-in PCA OR Live-in Aide must meet the definition of a PCA OR LIVE-IN AIDE as stated above.
- (b) A Live-in PCA OR Live-in Aide can be a single person or a person with a household.
- (c) No addition of a Live-in PCA OR Live-in Aide and their household, if applicable, shall result in overcrowding of the apartment.
- (d) Any Live-in PCA OR Live-in Aide and their household, if applicable, must meet the criteria in the BHA's Screening Policy.
- (e) Any Live-in PCA OR Live-in Aide and their household, if applicable, will be counted as a member of the resident's Household for the purposes of determining the appropriate apartment size ONLY

Federal Program only

- (f) No Live-in PCA OR Live-in Aide and their household, if applicable, has/have the right to the apartment as a Residual Tenant (Federal Program only)
- (g) Any Live-in PCA OR Live-in Aide and their household, if applicable, must sign a waiver of residual residency status. (Federal Program only)
- (h) A family member who satisfies the definition of Live-in PCA or Live-in Aide will be notified in writing that they may be qualified as a PCA OR Live-in Aide and can choose one of the following two options:
 - (i) They can qualify as a PCA OR Live-in Aide, which is considered a household member, but not a family member and choose not to include their income as part of the Total Household Income and sign a waiver of residual residency status, OR
 - (ii) They can qualify as a family member who cares for their disabled or elderly family member and have their income included as part of the total Household income and retain rights as a potential residual tenant.

CHAPTER 6: ASSIGNMENTS AND OFFERS

6.1 Apartment Occupancy Guidelines

6.1.1 Occupation by Households of Appropriate Size

It is BHA's policy that federally assisted apartments will be occupied by Households of the appropriate size as determined by the Occupancy Standards.

For state aided public housing, Appropriate Unit Size is defined at 760 CMR 5.03.

6.1.2 Table of Occupancy Standards

The following table of maximum and minimum number of persons per apartment and assignment standards will govern the number of bedrooms required to accommodate a household of a given size and composition:

Number of Bedrooms	Min. Persons/Apt.	Max. Persons/Apt.
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8
5BR	5	10
6BR	6	12

The Elderly/ Disabled Program does not have any Apartments larger than two bedrooms. Thus, Households requiring more than two (2) bedrooms may only apply for the Family Program.

6.1.3 Apartment Assignments

State Public Housing 760 CMR 5.03 – Appropriate Unit Size

State assisted housing units shall be assigned using the size requirements in 760 CMR 5.03.

The size of a unit is appropriate for a household if the unit meets all the following criteria:

(a) Household members of the opposite sex, excepting husband and wife (or those in a similar living arrangement), do not have to share a bedroom, provided that children of the opposite sex younger than eight years old shall share a bedroom and provided that other household members of the opposite sex may elect to share a bedroom. Since

the BHA will be using CHAMP, the unit size and subsidy standards shall comply with the CMR.

(b) Persons of the same sex shall share a bedroom, provided that a household member, 21 years of age or older, may elect not to share a bedroom with their child, grandchild, or legal ward and provided that a household member does not have to share a bedroom if a consequence of sharing is or would be a severe adverse impact on their mental or physical health and if the LHA receives reliable medical documentation as to such impact of sharing.

(c) Each bedroom shall contain at least 50 square feet of floor space for each occupant and a minimum of 70 square feet and shall meet all other applicable requirements of 105 CMR 410.00: *Minimum Standards of Fitness for Human Habitation (State Sanitary Code: Chapter II)* for a room occupied for sleeping purposes. No bedroom shall be shared by more persons than the number permissible under 760 CMR 5.03.

(d) Only bedrooms may be used for sleeping purposes by household members; the living room, kitchen, bathroom and hallways shall not be used for sleeping purposes by any household member.

Applies to current federally assisted resident or previously approved transfer households:

(a) The Head of Household and their spouse or domestic partner shall be entitled to one bedroom.

(b) Household Members under the age of twenty-five (25) who are of the same sex shall share a bedroom, with the following exemptions:

(i) Household Members more than ten years apart in age and regardless of gender may qualify for separate bedrooms, if the older Household Member is fourteen years of age or older. For example, a fifteen year-old Household Member may be eligible for a separate bedroom when living with a one-year old Household member of the same gender. HOWEVER, a thirteen year-old Household Member can be required to share a bedroom with a five-year old Household Member of the same gender.

(ii) Persons of different generations or opposite sex, other than head and spouse or partner, are not required to occupy the same bedroom.

(c) An unborn child **shall** be counted as a person in determining apartment size for admission purposes only, not for qualification for transfer.

(d) Each Applicant shall be listed for only one apartment size. However, if the Applicant's Household qualifies for two apartment sizes, the Applicant may choose to be listed for either of these sizes.

(e) Single person Households may elect to be placed on a studio waiting list(s)/AMPs of choice and shall be assigned only to a studio Apartment. Applicants electing this option after housed may apply for an Special Circumstances Transfer to move to a one-bedroom at a development of choice **if**:

(i) Has been a BHA Resident for at least two years; and

(ii) Is a Resident in good standing. No waiver of this requirement shall be approved.

(f) Single person Households may elect to be placed on a one-bedroom waiting list(s)/AMPs of choice and shall be assigned only to a one-bedroom Apartment.

(g) Transfer Applicants currently residing in a studio or a one-bedroom unit shall not be offered studio/efficiency units.

(g) Spouses, partners and children who would otherwise be required to share a bedroom under BHA's policies may be assigned separate bedrooms for substantial health-related or reasonable accommodation reasons which are thoroughly documented by a Qualified Healthcare Provider.

(h) A living room will not be counted as a bedroom, except in BHA's studio/efficiency apartments or for the use of an overnight Personal Care Attendant (PCA) OR Live-in Aide.

Applies to all new admissions or transfers not yet approved: (Federal Public Housing only)

(a) The Head of Household (and spouse or domestic partner, if applicable), shall be entitled to one bedroom.

(b) Two persons who are of the same sex shall only be entitled to one bedroom.

(c) The BHA shall inform the Applicant/Participant that s/he may elect to have a Child share a bedroom with another Child of the opposite sex, in order to be eligible for a smaller Unit Size.

(d) The BHA may assign an additional bedroom as a Reasonable Accommodation to a Disabled Family member.

(e) A single pregnant woman, as documented by a physician, with no other persons will be treated as a two-person Family. A pregnant woman whose Family includes other children will not be assigned an additional bedroom until the sex of the Child is determined and documented by a physician (either before or after birth). Once the sex of the Child is documented the BHA will assign the Family an additional bedroom if they are eligible.

- (f) A Child who is temporarily away from the home because of placement in foster care (as documented by the Department of Children and Families) is considered a member of the Family in determining Family Unit Size.
- (g) Each Applicant shall be listed for only one apartment size. However, if the Applicant's Household qualifies for two apartment sizes, the Applicant may choose to be listed for either of these sizes.
- (h) Single person Households may elect to be placed on a studio waiting list(s)/AMPs of choice and shall be assigned only to a studio Apartment. Applicants electing this option after housed may apply for an Special Circumstances Transfer to move to a one-bedroom at a development of choice **if**:
- (i) Has been a BHA Resident for at least two years; and
 - (ii) Is a Resident in good standing. No waiver of this requirement shall be approved.
- (i) Single person Households may elect to be placed on a one-bedroom waiting list(s)/AMPs of choice and shall be assigned only to a one-bedroom Apartment.
- (j) Transfer Applicants currently residing in a studio or a one-bedroom unit shall not be offered studio/efficiency units.
- (k) A living room will not be counted as a bedroom, except in BHA's studio/efficiency apartments or for the use of an overnight Personal Care Attendant (PCA) OR Live-in Aide.

6.2 Offers

Offers to federally assisted housing are made in accordance with the Section below. Offers to state public housing are made in accordance with 760 CMR 5.00, except that eighth offer is made to a Special Circumstances transfer as defined in Chapter 7.

6.2.1 Allocation of Offers to Different Applicant Types

State Public Housing Offers
The BHA shall use the methodology outlined in 6.2.1 of this ACOP to offer units to applicants of state public housing. This is a waiver of provisions of 760 CMR 5.00.

(a) Counter System

The BHA uses a counter by waiting list, bedroom size, and apartment type, to allow every eighth apartment to be allocated to a special circumstances transfer.

The counter is established as units are vacated. Units will be offered as they become available.

(b) Offers Made Outside of the Counter System

(i) The counter process may be interrupted at any time in order to offer a unit to an Administrative Transfer applicant.

(ii) From time to time, the BHA shall fill a vacancy outside of the counter system with a Supported Housing Applicant. Supported Housing applicant lists are established by memorandum of agreement and referrals for those programs are received from non-profit partners that provide services to residents in exchange for housing opportunities. Memorandums of agreement for current Supported Housing Programs shall be posted to BHA's website.

6.2.2 Offers of Accessible Apartments

BHA seeks to occupy apartments with adapted features with residents that require the features due to a disability. The BHA shall take the following steps to achieve this goal:

(a) The BHA shall maintain a database of all of its Accessible Apartments and Apartments with adapted features, including wheelchair accessible units, first floor units, and units with zero steps.

(b) The BHA shall utilize this database to match residents and Applicants with a Household Member having a disability with appropriate apartments.

(c) The BHA will offer an available Apartment with adapted features in the following order:

(i) First, to a current Household of another apartment of the same development/AMP, or other public housing development/AMP under BHA's control, containing a member having a disability on account of which the adapted features of the vacant Apartment are needed. (In effect an Administrative Transfer of the resident Household with a disabled Household Member from the non-adapted Apartment to the vacant adapted Apartment).

(ii) Second, to an Eligible and Qualified Applicant Household on the waiting list/AMP with a disabled household member who requires the adapted features of the vacant Apartment.

(iii) Third, to an Eligible and Qualified Applicant or Transfer Applicant Household on the waiting list/AMP that does not require the adapted features of the vacant Apartment. In this case, BHA will require that the Applicant sign a BHA lease which provides that the Applicant will move to an alternative available Apartment of appropriate size within thirty (30) calendar days when a Disabled Household Member of another Applicant household is identified as needing the adapted features of the Apartment on account of their disability.

(d) The BHA shall also maintain a listing of all Apartments with adapted features where the current resident Household does not require the adapted features. If there is an Eligible and Qualified Applicant or Transfer Applicant on the waiting list with a need for the adapted features in an apartment that is currently occupied by a Household without a need, the BHA shall take the following action:

(i) The BHA will notify the current resident Household of the requirement to transfer due to the existence of an Eligible and Qualified Applicant or Transfer Applicant Household with a disabled household member who requires the adapted features available in the resident's Apartment. If the BHA identifies more than one Apartment with the necessary adapted features, the resident Household with the shortest tenure in its current Apartment will be required to Transfer.

(ii) The BHA will initiate an Administrative Transfer process for the current resident Household. The BHA will identify an alternative appropriately sized Apartment based upon the resident's current Household composition on a case by case basis pursuant to the Administrative Transfer procedure of this policy.

(iii) The BHA will offer the alternative appropriately sized Apartment to the resident Household. The BHA will also notify the resident Household of their requirement to move within thirty (30) days of this offer. The resident may request and the BHA may grant a reasonable extension. As part of the transfer process, the BHA will consider any resident request for a Reasonable Accommodation and/or on-site transfer.

(iv) If the resident Household fails to vacate the Apartment with adapted features after being properly notified and offered an alternative appropriately sized Apartment, the BHA shall initiate legal action in accordance with the BHA lease.

(v) Once the Apartment with adapted features becomes available, it will be offered to the identified Eligible and Qualified Applicant or Transfer Applicant Household with a disabled household member on the waiting list in accordance with the procedures outlined in this policy.

State Public Housing 760 CMR 5.10 – Placements and Offers

(1) General Provisions for Placements.

(a) Placements are to be made in elderly/handicapped housing to achieve a mixed population of elderly households in 86.5% of the units and handicapped households in 13.5% of the units. The LHA shall place applicants in accordance with 760 CMR 5.10(2) in order to attain or to sustain these percentages. Such placements shall also be made in accordance with any applicable priority and preference categories and the affirmative action preference, if applicable.

(b) Any accessible or modified unit shall be offered to an applicant household which includes a person, regardless of age, who has a physical handicap which handicap necessitates one or more of the special design features of the unit.

(c) Except as provided in 760 CMR 5.10(1)(a) and (b) and subject to the affirmative action preference, if applicable, when a unit or rental assistance voucher becomes available, it shall be offered to the applicant for the applicable program with an appropriate household size who has the earliest date and time stamp in the highest preference category within the highest priority category.

(2) Placements by LHA in Elderly/Handicapped Housing. Prior to making a placement in elderly/handicapped housing, the LHA shall determine the LHA's current percentage of St. 1954, c. 667 units occupied by handicapped households. In making this determination the LHA shall count all St. 1954, c. 667 units, including St. 1954, c. 667 congregate units, St. 1954, c. 667 section 8 new construction or substantial rehabilitation units, St. 1954, c. 667 modified units, and St. 1954, c. 667 conventional units. The LHA shall then place applicants as follows:

(a) If the percentage of units occupied by handicapped households is less than 13.5%, the LHA shall place one eligible and qualified handicapped household for each eligible and qualified elderly household placed until such time as the percentage of handicapped households equals or exceeds 13.5%.

(b) If the percentage of the units occupied by handicapped households equals or exceeds 13.5%, the LHA shall place eligible and qualified elderly households until such time as the percentage of handicapped households falls below 13.5%.

(c) If the percentage of units occupied by handicapped households equals or exceeds 13.5%, but the LHA has exhausted its waiting list of eligible and qualified elderly households, the LHA shall place those eligible and qualified handicapped households whose members have attained 50 years of age, but are younger than 60 years old, until such time as the percentage of handicapped households falls below 13.5% or until there is an application from an eligible and qualified elderly household.

(d) If the percentage of units occupied by handicapped households equals or exceeds 13.5%, and the LHA has exhausted its waiting list of eligible and qualified elderly households and eligible and qualified handicapped households whose members have attained 50 years of age, but are younger than 60 years old, the LHA shall place eligible and qualified handicapped households, without regard to age, until there is an eligible and qualified elderly household or, in the absence of such an elderly household, an eligible and qualified handicapped household whose members have attained 50 years of age, but who are younger than 60 years old.

6.2.3 Acceptance or Rejection of an Offer

Generally, a vacant unit will be offered to the Applicant with the highest priority and preference. If multiple Applicants have equal priority and preference points the first offer will be made to the applicant with the earliest Priority and Preference approval date or the earliest application date for an Applicant without priority or preference (Standard Applicant). An Applicant will receive **one** offer at a time for housing for the first unit that is ready for occupancy that is an appropriate size at a development of choice, if applicable.

NOTE: An applicant will only be entitled to one offer at a time across federal and State portfolios.

State Public Housing 760 CMR 5.10 (4) – Accepting and Rejecting Offers

(4) Offers to Applicants.

(a) An applicant offered a unit must accept the offer within seven business days of the date of the written offer. For good cause, the LHA may extend the time for response. An applicant is entitled to only one offer of a unit of appropriate unit size provided that the LHA shall offer another unit when the applicant provides reliable documentation establishing that the unit offered is inappropriate and would cause severe and unreasonable hardship. An applicant who fails to accept the offer of a unit within seven business days or to provide such documentation within that period, shall

be removed from the waiting list for that program at that LHA and after being removed from the waiting list, if the applicant files a new application with that LHA, the applicant shall not be entitled to any priority or preference previously received based on information provided in that application for a period of three years. The LHA shall give the applicant notice of the removal of the application from the LHA's waiting list for that program and the right to request review pursuant to 760 CMR 5.13.

(b) An applicant who fails to accept three unit offers as set out in 760 CMR 5.10(4)(a) within a five-year period shall be removed from the waiting lists for all programs at all LHAs in the Statewide Online Application System for which the applicant applied, and any new application filed by the applicant for those programs at those LHAs will not be entitled to any priority or preference received based on information provided in prior applications for a period of three years. The LHA that made the third offer shall give the applicant notice of the removal and the right to request review pursuant to 760 CMR 5.13. An LHA conducting a review after a third failure to accept an offer may not consider the circumstances of the application's removal for failure to accept the first and second offers made, unless the applicant can clearly demonstrate a compelling reason for not requesting a timely review of the prior removals.

(c) An applicant offered an AHVP voucher shall make a diligent search to locate an apartment within the time specified in 760 CMR 53.00: Alternative Housing Voucher Program. An applicant who is unsuccessful in locating a unit within such time shall lose the voucher, and the LHA shall remove the applicant from the AHVP waiting list. When an applicant is on the waiting list for elderly/handicapped housing and becomes an AHVP participant the LHA shall drop the applicant to the bottom of that waiting list.

(a) Applicant Acceptance of Housing Offer

Once an Offer of housing is communicated in writing, the Applicant or Resident has seven (7) business days to accept or it will be considered rejected, unless extenuating circumstances can be established for failure to respond.

An Applicant must move to their assigned unit within 30 calendar days of the offer of housing unless otherwise agreed upon by the BHA in writing. Failure to move to the unit within the 30 calendar days or agreed date shall be considered as an unacceptable housing offer refusal.

If Resident fails to **completely** move to the offered unit within the 30 calendar days from their housing offer notification or BHA agreed date, the resident shall be subject to lease enforcement or rent charges as approved by HUD and/orEOHLC.

(b) Rejecting an Offer of Federal Housing

The BHA will remove an Applicant from all federal Public Housing Waiting lists if they reject an offer of Federal Public Housing. Furthermore, the Applicant will only be eligible to re-apply after two (2) years from the date of the most recent unit rejection. This is different than the policy for State Public housing as detailed above.

(c) Rejecting of Offer of Housing as a Special Circumstances Transfer Applicant

A Transfer Applicant is offered one housing unit of the appropriate size and type. Failure to accept the housing offer will result in the denial of the transfer Application and the resident may not re-apply for the same transfer type and Priority and Preference for a period of two (2) years from the date the housing offer was rejected.

(d) Change in Circumstances After Rejection

The BHA will allow an Applicant who rejects an offer of housing to re-apply as prior to the expiration of the two (2) year period if the Applicant experiences a change in circumstance that justify a different Priority/Preference(s) or Transfer type. BHA will recognize the new Transfer type and Priority and/or Preference status after verification and place the Applicant on a waiting list using the new status and the date of the new application/transfer.

(e) Rejecting an Offer of Housing as an Over or Under Housed Applicant

Under or Over Housed transfer applicants who reject an offer of housing will be subject to legal action(s).

(f) Rejecting an Offer of Housing Without Penalty

An Applicant or transfer applicant may reject an offer of an apartment without being removed from the waiting list only in the following circumstances

(i) apartment cannot be restored to move in condition within thirty (30) calendar days of the date of offer as verified by the manager

(ii) After successfully completing the final screening process, the Applicant's situation changed such that a new, different or additional Good Cause consideration has arisen and the Applicant was unable to notify the BHA of the change due to extenuating circumstances, i.e. documented hospitalization, or;

(iii) The transfer applicant's situation has changed after being approved for transfer and the resident was unable to notify the local management office or Admissions Department of the change due to extenuating circumstances, i.e. hospitalization or;

(iv) The hardship caused by acceptance of the offered apartment is due to a physical feature that was not included in the apartment characteristics inventory as documented by the applicant. This will be considered as an inappropriate housing offer.

6.2.4 Good Cause or Reasonable Accommodation

An applicant for admission or transfer may request special considerations with respect to the features of the unit or building or the location of the development. These requests may be approved as Good Cause or as a Reasonable Accommodation.

(a) Request for Good Cause or Reasonable Accommodation

Below is a description of the BHA's procedure for requesting an assignment or transfer for Good Cause or Reasonable Accommodation:

- (i) The BHA maintains a detailed inventory of physical characteristics for all of its apartments. Apartment characteristics, as well as location, will be used in matching an Applicant or transfer applicant in order to address the Good Cause or Reasonable Accommodation need.
- (ii) The Applicant must indicate to the Admissions Department staff prior to receiving an offer of housing, and a resident seeking transfer must advise staff in their management office at the time of the transfer request, that they require special consideration in identifying a particular type of apartment or placement in a particular area of the city.
- (iii) Changes in Applicant circumstances that occur during the final screening process or after the request for Transfer shall be considered.
- (iv) Good Cause or Reasonable Accommodation must be supported in writing by a Qualified Healthcare Provider, or other professional (such as a law enforcement official, medical services provider, or social service provider) familiar with the Applicant's or resident's need, and;
- (v) If the Authority determines, after reviewing the request for such consideration and the documentation submitted in support of it, that the Applicant or transfer applicant qualifies, they will be approved for an assignment for Good Cause or Reasonable Accommodation.

(b) Example reasons and supporting documentation

Example reasons and supporting documentation that could be considered Good Cause or related to a request for Reasonable Accommodation are listed below:

- (i) The aggravation of a serious, determinable physical or mental impairment

A statement from a Qualified Health Care Provider on letterhead stationery which establishes the precise reasons a particular apartment feature (or apartment location) is needed. The statement **MUST** provide information regarding the effect of the condition on the Applicant or household member and must document why a particular type of apartment (or apartment location) is needed.

(ii) Inaccessibility to supportive facilities or programs for elderly, handicapped, or disabled Household members.

A statement on letterhead stationery from a Qualified Healthcare Provider, which provides reliable documentation that a household member(s) has a condition which requires on-going regular or emergent care at a particular facility (hospital, clinic but not a practitioner's office), frequency of the treatment and anticipated length of treatment.

(iii) Participation in a Witness Protection program

Written documentation on letterhead stationery from a law enforcement agency, which indicates that a Household Member(s) is, or might be endangered because they have provided essential information in a criminal prosecution. Documentation must specify the development(s)/AMPs or areas of the city in which the affected Household Members might be endangered.

(iv) Domestic Violence/Dating Violence/sexual assault/or Stalking

The BHA prefers documentation from a court of competent jurisdiction, and/or from a law enforcement agency, in conjunction with a temporary or permanent restraining order issued pursuant to M.G.L. c209A specifying underlying circumstances which would require a Household Member(s) to be located in an area of the city away from the location of the person named in the order or their relatives or associates. If the Applicant has cause to believe that obtaining a restraining order will trigger a violent act by another person, a combination of the following documentation that establishes that an abusive situation exists shall be acceptable:

- Medical records reflecting incident(s)
- Police reports regarding incident(s)
- Court Reports regarding incident(s)
- Documentation that Applicant has attempted to obtain restraining orders
- Documentation that Applicant has filed charges against the accused abuser
- Legal action regarding incident(s)
- Letter from an attorney stating details of a case arising from incident(s)
- Evidence of participation in counseling regarding domestic violence/Dating Violence/Sexual Assault/or Stalking
- Psychological reports
- Letter from a director of a social service agency regarding incidents
- Documentation of changed address due to domestic violence

(v) Inaccessibility of Nighttime Transportation

The inaccessibility of public transportation for nighttime employment of the Head or Co-head of Household who does not own or lease a motor vehicle.

A statement from the employer, on letterhead stationery, detailing specific hours of nighttime employment, the date employment commenced, whether it is a permanent shift assignment and if not permanent, the length of the assignment, and a description of transportation benefits, if any.

(v) Other Reasons

The temporary hospitalization or on-duty military assignment of the Head or co-head of Household member, other Household member necessary for the care of the head or co-head of Household member, or a personal care attendant OR LIVE-IN AIDE listed on the final application or most recent Tenant Status Review (TSR).

A statement on letterhead stationery from a Qualified Health Care Provider indicating the name of the individual (must be the Head or Co-Head of Household or other Household Member necessary for the care of the Head or Co-Head of Household or personal care attendant or Live-in Aide), the date of admission, date of anticipated discharge (if known) or an estimate of the anticipated length of confinement or a statement from the individual's commanding officer indicating the date the active duty began and anticipated length of active duty.

CHAPTER 7: TRANSFERS

7.1 Transfer Categories

BHA divides transfer applicants into two separate categories: Administrative and Special Circumstances.

A resident of BHA Public Housing may request a transfer in accordance with the BHA lease.

State Public Housing – Transfers

The BHA ACOP waives State regulations with respect to transfers. This waiver will allow BHA to provide a singular transfer process across the BHA public housing portfolio, as residents transfer from state to federal properties and vice versa. Additionally the waiver enables a consistent interpretation of the BHA lease with respect regarding transfer rights and procedures regardless of the program funding source.

Specifically, the BHA ACOP waives the following regulatory provisions with respect to transfers.

1. The BHA policy waives the definition of a Transfer for Administrative Reasons as listed in 760 CMR 5.03 and substitutes with the definition below in Section 7.1.1.
2. The BHA policy waives the definition of a Transfer for Good Cause as listed in 760 CMR 5.03 and substitutes with the definition Special Circumstances Transfer as listed below in Section 7.1.2
3. The BHA will maintain waiting lists for all transfer applicants therefore, the 6th Priority as defined in 760 CMR 5.09(f) shall not be applied to applicants in CHAMP.

7.1.1 Administrative Transfer

An Administrative is a Transfer of a household from one unit to another within the BHA at the discretion of the Administrator for a sound administrative reason, including, but not limited to the reasons listed below:

(a) Uninhabitable

The current apartment has become uninhabitable and immediate relocation is required as a result of the following:

- (i) Destruction by fire or other disaster; or

(ii) The existence of a major maintenance problem that constitutes a substantial violation(s) of the state sanitary code and presents a serious danger to health and safety that cannot be repaired in a reasonable period of time or while the apartment is occupied.

(b) Capital Improvement

The apartment is located in a building or section of building scheduled for capital improvement pursuant to a funded capital improvement program or other major rehabilitation effort. (See BHA's Residential Relocation & Rehousing Policy for detailed procedures on transfers because of capital improvement programs.)

(c) Adaptive Features Required by Another Resident

The transfer is required to permit occupancy of an accessible apartment or apartment with adapted features by another resident or an Applicant with a disability.

(d) Temporary Relocation for Repairs

A temporary transfer is required to permit work required for a maintenance or repair problem that cannot be repaired while the apartment is occupied. The Resident will be returned to the same apartment if the apartment is of the appropriate size, following completion of the maintenance or repairs.

(e) Over-Under Housed Families

The BHA shall process over and under housed families as Administrative Transfers.

BHA may initiate an Administrative Transfers to bring residents into compliance with the BHA Occupancy Standards. On a regular basis, management will address over under transfer by reviewing the portfolio site by site and establishing a right sizing plan for review by the Administrator. Residents will be informed in writing that a transfer is necessary and pending. Residents who fail to transfer will be subject to eviction,

Generally, the BHA will attempt to resolve over and under housed families by relocating the most over and under housed families as a priority

Residents who are under-housed at sites where the correct unit size required does not exist shall be allowed to select other developments.

An elderly resident who is over housed by only one bedroom at a site that does not have the lower bedroom size necessary to accommodate the family will not be required to relocate to another site. See also Section 7.9 below.

(f) Domestic Violence

The relocation is necessary due to the household's current and on-going threat(s) as a result of domestic violence/sexual assault/dating violence/stalking which has been documented, investigated, and recommended by the BHA's Public Safety Department or other sources deemed acceptable by the BHA Director of Admissions or such other person as may be designated by the BHA Administrator.

The BHA shall attempt to relocate a household facing domestic violence using a tenant-based voucher and the project based programs in accordance with the Housing Choice Voucher program administrative plan. If the Applicant selects accepts a housing choice voucher or project based voucher, the Applicant is removed from all Public Housing transfer waiting lists. Any approved Domestic Violence transfer shall receive Housing Search Assistance.

BHA shall review data on an annual basis to establish the number of Domestic Violence Transfers as a way to plan for the coming year and set aside units.

(g) Medical Condition

A Household Member has a serious, medically determinable, physical or mental condition that is aggravated by the present housing such that the condition is life threatening or a condition not qualifying as life-threatening that can be alleviated and/or substantially improved only by relocation to another apartment; or

(h) Imminent Danger

The head or other Household Member is a victim of physical harassment, extreme or repeated vandalism to personal property and/or extreme and/or repeated verbal harassment, intimidation or coercion, which places them in imminent danger and that cannot be expeditiously remedied in any other way⁵; or

(i) Witness Protection

The Household needs to be relocated because of a Household Member's participation in a witness protection program or in order to avoid reprisal as a result of providing information to a law enforcement agency or participation in a witness protection program.

(j) Rent Burdened due to Proration

The Household is rent burdened due to one or more family members with lack of eligible immigration status and could benefit from a transfer to State aided Public Housing.

7.1.2 Special Circumstances

⁵ Transfers in this category is processed pursuant to BHA's Civil Rights Protection Plan ("CRPP").

Special Circumstances Transfers are transfers necessary to the health and/or safety of one or more Household members.

The following are categories for Special Circumstances Transfers:

(a) Reasonable Accommodation

The transfer requested is for a person with a disability who requires reasonable accommodation to address dire circumstances posing serious and direct threat to health, life or safety which can only be alleviated by relocation to another apartment. The resident shall provide documentation of the disability and how the transfer will reasonably accommodate the disability.

(b) Designated Housing Transfer

(i) In accordance with the BHA's Designated Housing Plan, a Household with a Non-Elderly Disabled Head or Co-Head currently residing in the Elderly/ Disabled Federal Housing Program who wishes to transfer to the Federal Family Housing Program.

(ii) In accordance with the BHA's Designated Housing Plan, a Household with an Elderly Head or Co-Head currently residing in the Family Federal Housing Program who wishes to transfer to the Federal Elderly/Disabled Housing Program.

7.2 Transfer Process

7.2.1 Resident Initiated Transfer

A Transfer application may be initiated by a resident Head of Household occupying an apartment under a BHA lease, or under certain circumstances such as an apartment fire, under a Use and Occupancy Agreement pursuant to this Policy (Resident Initiated Transfer).

7.2.2 BHA Initiated Transfer

The BHA will initiate transfers required as a result of a scheduled capital improvement or building maintenance program; required use of an Accessible Apartment or an Apartment with adapted features by another resident or Applicant with a disability; Over or Under Housed Households; apartment conditions which seriously endanger health or safety and cannot be repaired in a reasonable period of time or while the apartment is occupied; or addition of a minor child to the Household at the future date specified by an Applicant during the final application process.

7.2.3 Transfer Review Process

To qualify for an On-Site or Special Circumstances Transfer, a Resident:

(a) Must have been in residence for at least one (1) year.

(b) Must be considered in “good standing” at the time of an Application for Transfer, at the time of determination of Transfer eligibility, and at the time of actual implementation. “Good standing” means the household is:

(i) Current in its rental payments unless it is legally withholding rent pursuant to the provisions of the Lease or applicable law.

(ii) Not currently under a Fourteen (14) Day or a Thirty (30) Day Notice to Quit, Summary Process Action or action pursuant to Mass. Gen. Laws, Chapter 139, section 19.3.2

Some or all of these requirements may be waived in certain situations pursuant to the provisions of this policy. For example, a resident in a situation which may constitute a life-threatening situation to the health, safety or well-being of the resident or a Household Member who does not meet all of the criteria may have some or all of these conditions waived⁶. If the resident is a party to or under a Use and Occupancy Agreement, they may be transferred and any legal action against the resident will continue.

Residents seeking non-Special Circumstances Transfers may apply for an On-Site transfer only. Residents seeking a Special Circumstances Transfer will be placed on all of the BHA’s Public Housing waiting lists/AMPs for which their household meets the Threshold Eligibility Requirements exclusive of annual income limits (See 5.1.2) and in accordance with any approved requests for Good Cause and/or Reasonable Accommodation.

7.3 Good Cause or Reasonable Accommodation

In certain cases, residents seeking transfers may require special consideration regarding their transfer. This consideration is essential to address a particular verifiable need with respect to housing accommodations or to avoid a verified hardship. This documentation must be submitted with the transfer request. If the Authority determines, after reviewing the request for such consideration and the documentation submitted in support of it, that the Applicant or transfer applicant qualifies for such consideration, they will be approved for an assignment for **Good Cause or Reasonable Accommodation to a unit of appropriate size and type**. Good Cause or Reasonable Accommodation requests shall be submitted for review prior to a housing offer.

7.4 Verification of Reason for Transfer

(a) Residents will be asked to provide reliable documentation to verify and support the reasons for a Resident-Initiated transfer at the time the transfer is requested. Documentation may include, but not be limited to:

⁶ The Administrator or their designee may approve a waiver of any provision of this policy not required by law if the waiver of such provision would avoid substantial hardship or substantial injustice to a Transfer applicant (See Section 10.8 Waiver Provision).

- (i) Letters from Qualified Healthcare Provider describing the need for a transfer as related to disability or other medical issues,
- (ii) Police reports,
- (iii) Civil Rights incident reports.
- (iv) Restraining orders,
- (v) Information on maintenance conditions,
- (vi) Documentation to show “Good Cause” or “Reasonable Accommodation” to move to or from a certain part of the city of Boston, or certain type of apartment, or
- (vii) Any other documentation that provides the BHA with evidence that the request for a transfer is based on fact and meets the transfer criteria.

7.5 Denial of Transfer Requests

In all instances, transfer approval shall be denied if the resident does not provide appropriate documentation to substantiate the transfer request; or if the BHA determines that the resident, other Household Member, or guest was the cause of the situation resulting in the need for transfer unless the existing condition of the apartment makes it uninhabitable in which case any approved transfer may be under a Use and Occupancy Agreement

7.6 Transfers on a Waiting List/AMP

Non-Administrative Transfers shall be placed on site-based Waiting Lists by bedroom size and unit type. Special Circumstances transfers will consider Priority and Preference Points as well as date and time of application.

7.7 On-Site Under or Over Housed Transfer Apartment Assignments

Transfer Applicants shall be Offered and Assigned units in accordance with the Offers and Assignments Chapter.

7.8 Transfer at Residents Expense

All transfers are at the resident's expense, except those required by capital improvement programs. See the BHA's Residential Relocation and Rehousing Policy (RRRP).

Residents offered a transfer to a unit of appropriate size and type must accept said offer, move to their new unit and vacate their current unit within thirty (30) calendar days from the offer of housing notification unless otherwise agreed upon by the BHA in writing.

BHA residents who will be relocating to another unit who fail to vacate and return the key by the determined and agreed date shall be responsible to pay a pro-rated use and occupancy for the unit being vacated in addition to their regular monthly rent for the new transferred unit. Once the unit is accepted, the resident must move to the new unit within ten (10) calendar days after they have received the key to the new unit. BHA will consider extenuating circumstances and/or reasonable accommodation requests.

7.9 Transfer Waiver/Reasonable Accommodation

An Elderly or non-elderly disabled BHA Household residing in a Family Development/AMP which is Over-housed by not more than one bedroom, may apply for a reasonable accommodation to remain in their current apartment instead of transferring. A household for which separate bedrooms have been approved for health reasons is not eligible for a waiver under this section. Denial of such a waiver is reviewable pursuant to BHA's Grievance Policy.

7.10 Continued Occupancy for Veterans

In State-aided housing only, pursuant to Massachusetts General Laws the BHA shall not, if a resident in an apartment consisting of two bedrooms or less is a veteran or a widow or widower of a veteran or is a Gold Star Mother and has lived in the residence for at least the last eight (8) consecutive years, deny such resident continued occupancy at such residence provided that the rent is not more than three (3) months in arrears.

7.11 Rejection of Approved Transfer by Resident

7.11.1 Special Circumstances and Administrative Transfers

Under the terms of the BHA *lease*, BHA is authorized to transfer Resident to an appropriate size apartment if Resident's current apartment is needed by the BHA as a reasonable accommodation for another BHA resident who is a qualified individual with a handicap.

Additionally, BHA is authorized to transfer Resident to another apartment if BHA determines that a transfer is necessary to protect Resident's health or safety, or if BHA determines to close Resident's building or Apartment.

A Resident who refuses to move under the above circumstances shall be subject to enforcement under the lease.

The rejection of transfers related to redevelopment are covered under BHA's Residential Relocation & Rehousing Policy.

For all other transfer requests the rejection of an offer without good cause or an approved reasonable accommodation of an Apartment of appropriate size and design

will result in revocation of the resident's approved Special Circumstances or Administrative Transfer status. The Resident will be removed from the transfer waiting list and the resident will not be eligible to apply for an Special Circumstances or Administrative Transfer for the same circumstances for a period of two (2) years from the date of the most recent rejection. During the two (2) year period, the BHA will consider a change in circumstances, good cause, or other reasonable accommodation that merit a new request for transfer.

In addition, Over Housed residents in the State housing program will be charged 150% of their monthly rent upon the housing offer refusal as required by State regulations.

7.11.2 On-Site Under or Over Housed Transfers

In the case of On-Site Under or Over Housed Transfers, BHA shall proceed with eviction against an Over or Under-housed resident who has rejected an offer of transfer without good cause.

In addition Over Housed residents in the State housing program will be charged 150% of their monthly rent upon the housing offer refusal as required by State regulations.

Residents seeking to relocate to other BHA sites for other reasons not described above shall apply as a regular, non-transfer Applicant. Priorities and Preferences shall apply accordingly.

CHAPTER 8: RESIDUAL TENANCY POLICY

A remaining member(s) of a resident Household may apply to become a BHA resident as a Residual Tenancy Applicant, in the event of the death, departure or incapacity of the Head of Household. The Residual Tenancy Application will only be approved by the BHA if the Residual Tenancy Applicant including all Household Members meet the criteria below.

8.1 Qualifications for Residual Tenancy

In order to assume the status of a resident under this policy, the Residual Tenancy Applicant must be:

An adult who has been a recorded member of a resident Household on the most current lease a) Tenant Status Review form if the Head or Co-Head has been removed due to death or incapacity, or b) for more than twelve months, if the Head or Co-Head departed to other non-BHA housing and whose income has been recorded and considered in the rent computations during the period of their occupancy unless they was without income or was a full-time student. In the case that the Applicant's recorded member status was in-process but not finalized, but his or her income was already recorded and considered in the rent computations for the appropriate time period as specified above, he or she shall be eligible to be considered for Residual Tenancy
OR

(B) The adult is a temporary or permanent guardian seeking to assume responsibility of the unit and household, on behalf of minor children who were tenants of record at the time of the Head of Household or Co-Head's departure due to death, or incapacity.

OR

(C) An adult, who is willing to assume responsibility for the apartment and enter into a lease, with temporary or permanent guardianship of an incapacitated adult Household member, who is unable to fulfill the responsibilities in the lease.

OR

(D) A SPAR Applicant, with an application date prior to the date of the Head of Household or Co-Head's death or incapacitation, who satisfies all of the requirements of Chapter 9.1.3., and who verifies that they did not reside in the BHA unit for the twelve-month period prior to the SPAR application date.

OR

State Program Only: A PCA If a full-time, live-in PCA's income was not included in gross household income for purposes of rent determination while the PCA is serving as a PCA, then the PCA is eligible to be considered a remaining member of the Family (Household)

if the Household Member with a disability to whom the PCA was providing services ceases to occupy the unit if, going forward, the individual's income will be included in gross household income for purposes of rent determination and all other criteria for remaining are met.

AND

The Applicant and Applicant's Household, if any, for Residual Tenancy status must meet the eligibility requirements for Applicants as set forth in Chapter 5 of the Admissions and Continued Occupancy Policy (ACOP) or any successor plan.

Commented [CK1]: Refer to section 5. HLC specifically states that a residual assumes any unpaid re debt from the former HOH

8.2 Divorce, Separation or Protective Order

In the event of divorce, separation, submission of the 14 day victim certification as required by the BHA's Violence Against Women Act (VAWA) policy, or a protective order issued by a court under Chapter 209A, the person(s) identified as the "victim" will be permitted to apply as a Residual Tenancy Applicant to become a resident provided he or she otherwise qualifies under this policy. Person(s) not so designated may not apply as a Residual Tenancy Applicant.

8.3 Residual Tenancy and Income

Individuals applying for residual tenancy status will be found ineligible based on income exceeding the eligibility limits for Applicants for admission to public housing.

8.4 Rent During Use and Occupancy Period

Pending a decision on the request for residual tenancy status, the Residual Tenancy Applicant will be required to pay a monthly use and occupancy charge. The charge shall be calculated pursuant to Federal and State regulations for all remaining Household Members. The Use and Occupancy Agreement shall permit the occupant to occupy the apartment pending determination of the Residual Tenancy Application without being permitted to sign a BHA standard dwelling lease.

8.5 Limitations of Policy

Federal Program

Remaining members of a resident household will not be considered for residual tenancy, if the departing or incapacitated Head or Co-Head of Household is relocating to another BHA apartment or BHA Leased Housing, is under eviction for non-payment of rent or for cause, or vacates with an outstanding balance due to the BHA (except in case of the Head or Co-Head's death). A resident shall be regarded as being under eviction if, after a private conference, the Manager has decided to proceed with eviction and the Manager's decision has not been overturned by the BHA's tenant grievance process. The limitations of this paragraph may not be applicable to remaining household members who were verified victims of domestic violence by the former Lease Holder(s).

Approval of residual tenancy shall be conditional on the remaining members of a resident household being properly housed. Where applicable, any approved applicant for residual tenancy shall remain under a Use and Occupancy Agreement and will not sign a BHA standard dwelling lease until such time as they are transferred to an appropriately sized unit. Refusal to transfer to an appropriately sized unit shall be considered a violation of this policy and will cause the revocation of the conditional approval of residual tenancy.

State Program

(e) In the event the Tenant ceases to occupy the unit, provided that the tenancy has not been terminated and is not in the process of being terminated and there is no pending eviction action and provided that the conditions set out in the definition of Family (Household) in 760 CMR 5.03: Definitions have been met, a Household comprising of the remaining Household Members shall be given permission for continued occupancy. Any rent due or past due on the date when the Tenant ceases to occupy the unit shall become the obligation of the new Tenant in such Household

8.6 Residual Tenancy – Right of Appeal

A Residual Tenancy Applicant who disagrees with a Residual Tenancy application decision made by the BHA may request an informal hearing. If the applicant has been determined ineligible for Residual Tenancy. The applicant's appeal rights shall include a hearing before the BHA Grievance Hearing Panel. An Applicant who meets Residual Tenancy eligibility requirements but does not meet the eligibility requirements for BHA housing programs for another reason, the applicant's right to appeal shall be an informal review/hearing before a BHA hearing officer.

CHAPTER 9: OTHER OCCUPANCY PROVISIONS

9.1 Lease Provisions

9.1.1 Leasing of Apartments_

Federal Programs

- (a) It is BHA's policy that all apartments must be occupied pursuant to a lease that complies with HUD & regulations as well as state and local law.
- (b) The lease shall be signed by the Head of Household, and Co-Head of Household, if any, and by the authorized representative of BHA, prior to occupancy.
- (c) All members of a Household shall be listed on the lease.
- (d) If a resident transfers from one BHA apartment to another, a new lease shall be executed for the apartment into which the Household moves unless relocation occurs under the terms of a Use and Occupancy Agreement.
- (e) If at any time during the term of the lease, a change in the resident's status or circumstances results in the need for changing or amending any provision of the lease, either:
 - (i) A new lease agreement will be executed, OR
 - (ii) A Notice of Rent Change will be sent to the resident, OR
 - (iii) An appropriate lease addendum shall be executed by the BHA and the Household and incorporated into the existing lease.

Only those persons listed on the most recent lease or approved recertification shall be permitted to occupy an apartment on a continuing basis.

State Program

In state-aided housing, BHA will use the lease issued by EOHLC or will use a lease approved by EOHLC with the requirements outlined in 760CMR 6.06.

9.1.2 Length of Lease

Federal Developments/AMPs only: In accordance with the Quality Housing and Work Responsibility Act, all BHA leases will be for a duration of 12 months. At the end of each 12-month term, leases will be automatically renewed, unless there is noncompliance by an adult Household Member with the BHA's Community Service and Economic Self-Sufficiency Policy after its effective date.

State Developments only: Leases are continuous as described in the lease issued by or approved by EOHLC.

9.1.3 Additions to the Lease

(a) Request for Addition

The request for an addition of a person to the Lease must be made in writing by the Head or Co-Head of Household named in the Lease.

The addition of a household member shall be made in accordance with the lease and the ACOP. Residents who fail to notify BHA of additions to the Household are in violation of the lease. Residents who add a person or person(s) to the Household without the written permission of the BHA are also in violation of the lease. Any such persons will be considered Unauthorized Occupants by BHA and the entire Household will be subject to eviction action.

(b) Requirement for Good Standing

To qualify to apply for an addition of a person to the Lease, a Resident: must be considered in Good Standing at the time of request and addition, unless the addition is one of the categories in paragraph (c) below that does not require advance approval.

(c) Additions by Birth, Adoption or Operation of Law

Additions to the Household which occur by birth, adoption or operation of law (i.e., permanent custody, marriage) or addition of a caretaker relative or other responsible adult who has a guardianship order, or addition of a responsible adult who provides a written designation from the parent of a BHA Household Member to care for the minor Household Member, may occur subject to meeting the eligibility requirements in this plan.

(d) Other Additions to a Household

Other additions may be approved if the individual proposed as an addition is related by blood or has evidenced a stable, interdependent relationship with a current Household Member, including the sharing of financial resources and it does not create a severe overcrowded condition in accordance to the occupancy standards defined by the Massachusetts State Sanitary Code. Any such person must have the intention to live regularly in the apartment as their principal residence. In proposing an addition, the Head of Household shall submit the name(s) of the proposed addition(s) and identify the individual(s) as "proposed Household Member(s)".

An Applicant, at the time of final processing for admission, shall notify the BHA in writing that one or more of their natural or adopted minor children will be joining the Household

at some future date following the leasing of the apartment. Admissions Department staff will record the name(s) of the minor child(ren) on a form attached to the Final application. At the time of assignment, the assignment transmittal notice will include this information. When the resident presents evidence to the manager that the MINOR child or children is/are ready to join the Household, the manager will add them to the Household composition and immediately generate a transfer application for a larger apartment, if necessary. The Transfer application will be processed in accordance with Authority transfer procedures.

State Program:

Before any person not named in the lease may be added as a Household Member (excepting a new born), Tenant and the person involved shall have applied in writing to the LHA for approval of a Household including such person and the LHA shall have screened the person, ten years of age or older, as an applicant and found him or her to be qualified. The enlarged Household shall meet all applicable eligibility requirements for a Household initially applying for housing, except income shall be within the limit for continued occupancy and the leased unit shall be of appropriate unit size for the enlarged Household.

(e) Change of Head of Household

A Family may request to change which Family member is designated the Head of Household if the current Head of Household continues to reside in the unit. The Family may also decide to designate or change a Co-Head of Household. The BHA will approve the change if the Family member is able to take on the responsibilities of being the Head of Household/Co-Head of Household, including, but not limited to, communicating with the BHA and the landlord. The proposed Head or Co-Head of Household will be fully screened.

(f) Screening Criteria for Additions

Any person 14 years or older for the Federal Program, and 10 years or older for the State Program, proposed for residency in a BHA apartment, must meet BHA's eligibility and screening requirements. When a Head of Household requests permission for an addition(s) to the Household, the resident selection criteria shall be used by the Admissions Department to determine whether or not the proposed household member is eligible for admission.

Should the tenant/head of household expire subsequent to the Admissions Department receiving the completed application for the proposed addition to the tenant's household, the death of the tenant/head of household shall not result in withdrawal or denial of the application and the department's review of the application shall be completed and if the subject of the application for the proposed addition to the tenant's household is determined eligible for admission to housing he/she shall be added to the household composition retroactive to the date of receipt of the application by the department and

he/she shall be allowed to apply to become a BHA resident as a Residual Tenancy Applicant.

(g) Right to Appeal

A resident who disagrees with an adverse action taken by the BHA regarding a request for an addition of a person to the Lease can request a grievance hearing pursuant to the BHA Grievance Policy.

9.1.4 Other Occupancy Provisions

(a) Removal of Household Member

Any Household Member who moves from the apartment shall be removed from the lease. The Head or Co-Head of Household has the responsibility to report the move-out within 30 calendar days of its occurrence. A former Household Member may not be readmitted to the apartment except as a temporary visitor without undergoing screening by the Admissions Department and securing BHA approval.

- (a) State Program: The Tenant may delete a Household Member named in an existing lease by a new lease or a lease amendment signed by Tenant and the LHA. Any person so deleted shall cease to be a Household Member and shall cease to occupy the unit.

Federal Program: Temporary visitors may occupy the apartment for no more than a total of forty-five calendar days within any twelve-month period.

(b) Unauthorized Occupants

Federal Program: A resident shall not permit the Apartment to be occupied by anyone other than Household Members, except temporary visitors, no one of whom may occupy the apartment for more than a total of forty-five (45) cumulative nights (or forty-five (45) days if the visitor regularly sleeps during the day), within any twelve-month period, unless the BHA for good cause otherwise consents to a longer period in writing before the expiration of 45 nights or such longer period as may have been authorized, or unless the visitor is first determined to be eligible to apply to be a member of the Household according to BHA policy, and an application is pending with the BHA.

Boarders and lodgers shall not be permitted to occupy an apartment, nor shall they be permitted to reside with any Household occupying an apartment.

State Program: The stay of any overnight Guest shall be limited to no more than a total of 21 nights (21 days if the Guest regularly sleeps during the day) during any 12-month period unless the LHA for good cause otherwise consents to a longer period in writing prior to the expiration of 21 nights or such longer period as may have been authorized

9.2 Annual Recertifications

9.2.1 Annual Recertification Requirement

The BHA shall re-determine Resident rent, apartment size, and continued eligibility for public housing, at least once annually.

9.2.2 Responding to BHA Requests for Information

For purposes of determination or adjustment of rent and/or for assignment or transfer to a proper size apartment, Resident agrees to submit, within thirty (30) days after a request from BHA, signed, complete, true and accurate statements and/or other information setting forth pertinent facts as to Resident's household income, employment, and composition. Resident further agrees to execute documents authorizing release of such information from third parties, pursuant to requirements of State and/or Federal law.

9.2.3 Fraud or Misrepresentation

Resident agrees to pay to BHA any rent which should have been paid but for Resident's misrepresentation of any written information furnished to BHA in Resident's application for an apartment, or in substantiating documentation, or in any documentation submitted on a redetermination, or for Resident's failure to supply, in a timely manner, documentation requested by BHA on a redetermination.

9.2.4 Imputed Welfare Income

For residents in Federal developments/AMPs, if household income derives in whole or in part from benefits from welfare or public assistance from a state agency under a program for which the Federal, State or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the household in an economic self-sufficiency program or a work activities requirement, and household income decreases as a result of failure to comply with the conditions of said program or requirement, rent will not be decreased, during the period of such income reduction (to the extent that the decrease in income is a result of the benefits reduction), in accordance with BHA policy and 42 USC §1437j(d). If such household income decreases as a result of fraud under said program or requirement, rent will not be decreased, during the period of such income reduction (to the extent that the decrease in income is a result of the benefits reduction), in accordance with BHA policy and 42 USCS §1437j(d). BHA shall not make any determination regarding non-compliance or fraud under such a program or requirement until BHA receives written notification from the relevant public agency specifying that household benefits have been reduced because of such non-compliance or fraud. Any determination by BHA not to reduce rent pursuant to BHA policy and 42 USCS §1437j (d) shall be subject to BHA's Grievance Procedures and Policy. For residents in Federal developments/AMPs, the BHA shall consider any decrease in income that results from the reduction of any welfare or public assistance

benefits received by residents under any Federal, State or local law regarding a program for such assistance if resident(s) has complied with the conditions for receiving such assistance and is unable to obtain employment notwithstanding such compliance, pursuant to 42 USCS §1437j (f). A reduction in benefits resulting from the expiration of a lifetime time limit for a household receiving said benefits shall not be considered as a failure to comply.

9.2.5 Zero Income Family

When a family reports zero income, the BHA may require the Household to complete a budget or statement of financial responsibility. In the event family and friends are paying bills, or providing regular cash to the household, this is considered income and will be counted.

9.2.6 Effective Date of Rent Share Change

- (a) **Decrease in Income** If a Family reports in writing a change in income within 30 days, a decrease in tenant share shall be effective the month following the verified decrease in income. For example, if a Family reports a decrease in income on March 3 that resulted from a job loss on February 20, the change in tenant share shall be processed effective March 1. (See also 9.3.1)
- i. If a Family has a decrease in income, the family is required to inform and supply any necessary verification to the BHA within thirty (30) days. Once the required documentation is received, the BHA shall then process an interim certification of income. When a decrease in family income is reported the BHA shall consider any effect that the reduction in income may have on child care or disability assistance expense deductions.
 - ii. If the family fails to report the change income within 30 days, the decrease in tenant share shall be made effective the month following the reported change
 - iii. If the BHA does not receive the necessary information to perform the above actions in the prescribed time frame above the BHA will take no action on the request. The BHA will not make any retroactive adjustments to the Participant Share under these circumstances.

~~When household income decreases, rent shall be decreased if requested by Resident, and if such rent decrease is in accordance with BHA policy. Rent decreases will be effective either as of the current month in which the change in circumstances is reported (if reported by no later than the fifteenth day of the month), or as of the first day of the next month after the change in circumstances is reported (if reported after the fifteenth day of the month). BHA may delay processing the rent decrease until Resident provides adequate verification of such change in circumstances justifying the decrease, but once verifications have been provided, the rent change will be made effective retroactively.~~

9.2.7 Notice of Rent Share Change

When any change in Resident's rent is made, Resident will be notified by a written Notice of Rent Change containing the following information:

- (a) The new rental amount and the date it will be effective,
- (b) The amount of Resident's household income, household composition and other facts considered by BHA in determining Resident's new rent,
- (c) Resident's right to and the method of obtaining a timely hearing under the grievance procedure.

9.2.8 Choice of Rent Calculation Method

(a) State Developments

Rent will be determined in accordance with applicable State regulations, the BHA Lease and the BHA Rent Manual.

(b) Federal Developments/AMPs Only

As part of the annual recertification process, residents in Federal Developments/AMPs will be provided written information about the following two different methods for determining the amount of rent payable by the family, their right to choose the method of determining rent and under what circumstances they may request a change to the method utilized in determining rent. As part of this process, residents will be notified in their rent share notice that they are being automatically defaulted to the lower rent share for the family. This notice will also explain the differences between the two rent shares, educated about the benefits of selecting one method over another, and will advise the family that they may elect the higher rent share by notifying the BHA in writing within 20 days of the rent share notice. (This does not apply to cases where the resident is over-income as described below.)

~~As part of the annual Tenant Status Review (TSR) process, residents in Federal Developments/AMPs will be provided written information about the following two different methods for determining the amount of rent payable by the family, their right to choose the method of determining rent and under what circumstances they may request a change to the method utilized in determining rent. As part of this process, residents will~~

~~be educated about the benefits of selecting one method over another and will be asked to notify the BHA in writing as to which option they choose, except in cases where the resident is over income as described below.~~

(i) Flat Rent

A fixed rent determined for each unit size based on a rent reasonableness study conducted by the BHA pursuant to 24 CFR 960.253 (b) of comparable units available in the private market or 80% of fair market rents (FMRs) as published by HUD annually. Flat rent will be set at the amounts determined by the rent reasonableness study, if such amounts exceed 80% of FMRs and at 80% of FMRs if the amounts determined by the rent reasonableness study are less than 80% of FMRs. On an annual basis the BHA will update the flat rent amounts within 90 days after HUD publishes new FMRs. The new flat rent shall apply to all new admissions and to existing residents at the time of their next scheduled annual recertification. The BHA will maintain a current listing of its flat rent schedule as an appendix to the BHA Rent Manual and will provide this list to residents at least annually as part of the recertification process.

Financial Hardship: Residents who choose flat rents may request to change to an income-based rent at any time if the family is unable to pay the flat rent because of financial hardship. A financial hardship exists for these purposes when a family's income is reduced or their deductions are increased to the extent that an income-based rent is lower than the flat rent.

(ii) Income-Based Rent

Rent determined by the family's income and allowable deductions in accordance with the BHA's Lease, the BHA's Rent Manual and applicable Federal regulations. Types of Income-Based rent include:

- The higher of 10% of Gross Annual Income or 30% of Adjusted Annual Income
- Ceiling Rent – a cap to the amount of income-based rent that a resident may pay for their unit, equal to the Flat Rent amount for the unit
- In the case of mixed families, Prorated Assistance
- A higher rent pursuant to the Over-Income Policy

9.3 Interim Recertification

A Family may request in writing an interim determination of **the household's rent** at any time because of a change in the Family's income, Adjusted Income (household deductions), family size, or composition. A Family must report changes in the circumstances described in the section below.

State Public Housing – Interim Re-determination of Rent 760 CMR 6.04(5)

(a) Increases.

If in any month the monthly gross household income of a tenant household increases by 10% or more from the amount contained in the most recent notice of rent as (re)determined by the LHA, the tenant shall report any such increase, including any changes in income, exclusions and deductions. The tenant shall report the increase to the LHA by the seventh day of the month following the month in which the increase occurred, provided that if the increase was anticipated in the prior computation of gross household income, the tenant need not report the increase. The LHA shall require verification of such increase in income. If as a result the amount of rent increases, at least 14 days before the effective date of a rent increase, the LHA shall give the tenant a written notice of the re-determined rent. Any such increase in rent shall be made effective on the first day of a month. The notice of re-determined rent shall set out the monthly gross household income and the monthly net household income, on the basis of which the re-determined monthly rent was calculated. In the event that a tenant shall have failed to report such an increase in income by the seventh day of the month following the increase, in addition to its other remedies, the LHA, upon discovery that increased rent was due, shall make the effective date of the increase in rent retroactive to the first day of the second month following the increase in income.

(b) Decreases.

If, in any month, the monthly gross household income of a tenant household decreases, the tenant may provide the LHA with verified information substantiating the decrease in gross income. Following receipt of such information, the LHA shall re-determine rent. The LHA shall give the tenant written notice of any decrease in rent which shall be effective on the first day of the month following receipt of the information or at such earlier time as the LHA shall find to be warranted in the event that circumstances delayed receipt of verified information. Provided, however, that until the termination of the state of emergency declared by the Governor under Emergency Order: Declaration of a State of Emergency to Respond to COVID-19, the decrease in rent shall be retroactively effective to the first day of the month following the date of the verified decrease in income. The notice shall set out the monthly gross household income and the monthly net household income, on the basis of which the re-determined monthly rent was calculated.

Late Payments of Income. If a Tenant receives any includable income at a date later than the date when the income would have been paid in the normal course (such as payment of past due workers' compensation benefits for lost wages, past due SSI or SSDI benefits, or retroactive salary increases, and if such income has not been included in the determination of Household income), Tenant shall report receipt of the income to the LHA within seven days after receipt. The LHA shall charge a one time retroactive rent charge on account of any part of such income which in the normal course would

have been paid at a time when Tenant occupied an LHA unit. A Tenant who receives and timely reports receipt of such income shall pay any such retroactive rent due on account of such income without interest upon receipt of a bill from the LHA. If Tenant shall fail to report such income or shall fail to make such a one time retroactive rent payment within 30 days of receipt of a bill, the LHA may charge interest on the additional rent due for the period beginning 30 days after receipt of the income at a rate of interest in accordance with law and the LHA's rules.

9.3.1 Circumstances Requiring an Interim Recertification (Federal Programs)

(a) All Changes in Family Composition

Family Reporting Requirements:

A Family is required to inform and supply any necessary verification to the BHA within thirty (30) days of a birth, adoption, or court awarded custody. The BHA must approve the eligibility for any addition to the Family that does not result from a birth, court-awarded custody, or adoption

A Family must also notify the BHA in **writing** within 30 days of any departure of a Family member due to death, permanent institutionalization, or other reason, and provide the BHA with verification, including, where applicable, the verification of the new address of the departed Family member.

(b) Some Increases in Income

(i) Increase in Family income after reporting a decrease

The BHA will process an interim certification, if the family receives any increase in earned income after they had reported a decrease in earned income, but prior to the next regular annual recertification,

For example, the BHA will process an interim increase certification for seasonal employees who receive a decrease or loss of wages and prior to their next regular annual recertification receive an increase in earned income when the season begins.

(ii) Receipt of Unearned Income Resulting in 10% Increase

The BHA shall process an interim certification when the family begins receiving unearned income that increase annual income by ten percent (10%) or greater.

(iii) Increase in Family Income for Family without Income

The BHA shall process an interim certification of income when a without income receives any increase in earned or unearned income.

If a Family's income is too unstable to project for 12 months or if a Family temporarily has no income (a "zero-income Family") or if a Family has a temporary decrease in income, the BHA may schedule special Recertification with the site management every month, or at least quarterly, until the income stabilizes and/or an Annual Income can be determined.

Family Reporting Requirements:

If a Family has an increase in income \$200.00 dollars per month or more the family must report the increase in writing to the BHA within thirty (30) days of receiving the increase in income. The BHA shall make a determination as to whether or not an interim certification should be processed for the family. An increase in income is any increase or new source of income which was not being received at the last annual or interim recertification of the Family. If the family fails to report an increase in income, resulting in an increase in the household's rent, the rent shall be increased retroactively in accordance to the BHA's rent policy.

Residents shall report to BHA any increase in monthly gross household income of \$200 or more from the amount reported to BHA at the most recent annual rent determination or interim redetermination. Any such increase must be reported by the seventh day of the month following the month in which the increase occurs. Upon receipt of such a report, Resident's rent and family circumstances shall be reviewed in accordance with BHA's rent policy. Rent increases will be effective the second month after BHA sends Resident a Notice of Rent Change. If a Resident fails to report a change requiring a rent increase, rent shall be increased retroactively to the second month following the change.

(c) Decreases in Family income.

If a Family has a decrease in income, it must be reported to the BHA within thirty (30) days of the loss or decrease in income. When a decrease in family income is reported the BHA shall consider any effect that the reduction in income may have on child care or disability assistance expense deductions.

Family Reporting Requirements:

If a Family reports in writing a change in income within 30 days, a decrease in tenant share shall be effective the month following the verified decrease in income. For example, if a Family reports a decrease in income on March 3 that resulted from a job loss on February 20, the change in tenant share shall be processed effective March 1.

If the family fails to report the change in income within 30 days, the decrease in tenant share shall be made effective the month following the reported change.

9.4 Over-Income

State Public Housing – 760 CMR 5.06: Income Eligibility

(2) A household occupying a unit in elderly/handicapped housing shall remain eligible for continued occupancy until such time as 30% of its monthly net household income equals or exceeds the fair market rent (FMR) then in effect for the Section 8 Existing/Voucher Program for a unit of appropriate unit size in the area in which the LHA is located.

(3) A household occupying a unit in family housing shall remain eligible for continued occupancy until such time as 32% of its monthly net household income equals or exceeds the fair market rent (FMR) then in effect for the Section 8 Existing/Voucher Program for a unit of appropriate unit size in the area in which the LHA is located. (4) An AHVP participant shall remain eligible for continued occupancy in a unit until such time as the participant's rent share equals or exceeds the contract rent. The participant shall retain their AHVP voucher for 90 days from the date on which the LHA determines that the participant's share equals or exceeds the contract rent. At the end of that period, if the participant's share continues to equal or exceed the contract rent, the household will not be eligible for continued assistance under the AHVP.

Federal Public Housing

The "over-income limit" will be determined in accordance with 24 CFR 960.507. Families whose income exceeds the over-income limit for 24 consecutive months will have their tenancy terminated.

Determination of over-income limit

The over-income limit is set by multiplying the Very Low-Income level applicable for the area and the correct family size by a factor of 2.4. HUD will publish the income limits for each family size annually, and the BHA will calculate and post the over-income limits within 60 days following the effective date of the income limits.

Notifying over-income families

1. If the BHA, during the course of conducting an annual or interim rent redetermination, or at any other time, determines that the family's income exceeds the over-income limit, the family's over-income status will be documented in the family's tenant file and the BHA will send a written notice to the family of the over-income determination no later than 30 days after the income examination. The notice shall state that the family income exceeds the over-income limit and that by continuing to exceed the over-income limit for a total of 24 consecutive months results in the termination of tenancy. The family may dispute the determination by making a written request for a hearing within 30 days of the notice.

2. The BHA must conduct an income examination 12 months after the initial over-income determination. If the BHA determines that the family's income still exceeds the over-income limit, the BHA will send a second notice to the family of the over-income determination no later than 30 days after the 12-month income examination. This second notice shall state that the family income has exceeded the over-income limit for 12 consecutive months and continuing to exceed the over-income limit for a total of 24

consecutive months will result in the termination of tenancy. The family may dispute the determination by making a written request for a hearing within 30 days of the notice.

3. The BHA must conduct an income examination 24 months after the initial over-income determination. If the BHA determines that the family's income has exceeded the over-income limit for 24 consecutive months, the BHA will send a third notice to the family of the over-income determination no later than 30 days after the 24-month over-income examination. The third notice must state that: (i) the family's income has exceeded the over-income limit for 24 consecutive months and (ii) the BHA shall terminate the family's tenancy within six months of the third notice.

The over-income family will continue to be a public housing program participant until the tenancy is terminated and the BHA shall continue to charge the family's choice of income-based, flat rent, or prorated rent for mixed households during the period before the lease termination.

The 24 months must be consecutive for the tenancy to be terminated. If the BHA determines that the family is no longer over-income prior to the expiration of the 24-month period, the 24-month period is reset. The household will be entitled to a new 24-month grace period if the household income exceeds the over-income limit at another time.

If the family has been over-income for 24 consecutive months, their tenancy will be terminated even if their income subsequently goes below the over-income limit after the 24-month period.

Reporting Requirements

In accordance with 24 CFR 960.507(f) requirements, as amended, BHA will report the following data as of the end of the calendar year, i.e., December 31st, to HUD:

1. The total number of over-income families residing in public housing; and
2. The total number of families on waiting lists for admission to the public housing developments/AMPs.

Per the regulations, this information must also be made publicly available.

9.5 Use of HUD's Enterprise Income Verification (EIV) System (Federal Only)

The EIV System is a web-based application providing employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of HUD's Office of Public and Indian Housing (PIH). This system is available to all PHAs nationwide. Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information

(name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058. The EIV system is for use in the federal programs only.

9.5.1 Required Use of EIV

The BHA is required to review an EIV Income Report of each family before or during mandatory annual and interim reexaminations of family income and/or composition to reduce tenant under reporting of income and improper subsidy payments. EIV is classified as an UIV technique (or automated written third party verification), which helps to identify income sources and/or amounts that the tenant may not have disclosed. The BHA is required to maintain the Income Report in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual reexaminations of family income and composition.

(a) Disputing EIV Information and Resolving Discrepancies

In accordance with 24 CFR §5.236(b)(2)(3), the BHA is required to compare the information on the EIV report with family-reported information. If the EIV report reveals an income source that was not reported by the tenant or a substantial difference in the reported income information, the BHA is required to take the following actions:

- Discuss the income discrepancy with the tenant; and
- Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources; and
- In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, the BHA is required to request from the third party source, any information necessary to resolve the income discrepancy; and
- If applicable, determine the tenant's underpayment of rent as a result of unreported or underreported income, retroactively as far back as reliable information will support; and
- Take any other appropriate action as directed by HUD or the BHA's administrative policies.

(b) Requirement to Reimburse for Undercharged Rent

Tenants are required to reimburse the BHA if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The tenant is required to reimburse the BHA for the difference between the tenant rent that should have been paid and the tenant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the BHA **must** terminate the family's tenancy or assistance, or both. HUD does **not** authorize any PHA-sponsored amnesty or debt forgiveness programs.

(c) Correction of Incorrectly Reported Information in EIV

(i) Sometimes the source or originator of EIV information may make an error when submitting or reporting information about tenants. HUD cannot correct data in the EIV system. Only the originator of the data can correct the information. When the originator corrects the data, HUD will obtain the updated information with its next computer matching process. Below are the procedures tenants and PHAs should follow regarding incorrect EIV information.

(ii) Employment and wage information reported in EIV originates from the employer. The employer reports this information to the local State Workforce Agency (SWA), who in turn, reports the information to HHS' National Directory of New Hires (NDNH) database.

If the tenant disputes this information, they should contact the employer directly, in writing to dispute the employment and/or wage information, and request that the employer correct erroneous information.

The tenant should provide the BHA with this written correspondence so that it may be maintained in the tenant file. If employer resolution is not possible, the tenant should contact the local SWA for assistance.

(iii) Unemployment benefit information reported in EIV originates from the local SWA. If the tenant disputes this information, they should contact the SWA directly, in writing to dispute the unemployment benefit information, and request that the SWA correct erroneous information. The tenant should provide the PHA with this written correspondence so that it may be maintained in the tenant file.

(iv) SS and SSI benefit information reported in EIV originates from the SSA. If the tenant disputes this information, they should contact the SSA at (800) 772-1213, or visit the local SSA office. SSA office information is available in the government pages of the local telephone directory or online at <http://www.socialsecurity.gov>.

(v) The tenant may also provide the BHA with third party documents which are in the tenant's possession to support their dispute of EIV information. The BHA, with the tenant's consent, is required to submit a third party verification form to third party sources for completion and submission to the BHA, when the tenant disputes EIV information and is unable to provide documentation to validate the disputed information. The tenant's failure to sign the consent form is grounds for termination of tenancy and/or assistance in accordance with 24 CFR §5.232.

(vi) Debts owed to PHAs and termination information reported in EIV originates from the PHA. If a current or former tenant disputes this information, they should contact the PHA (who reported the information) directly in writing to dispute this information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to three (3) years from the end of participation date in the PIH program.

(vii) Identity Theft. Seemingly incorrect information in EIV may be a sign of identity theft. Sometimes someone else may use an individual's SSN, either on purpose or by accident. SSA does not require an individual to report a lost or stolen SSN card, and reporting a lost or stolen SSN card to SSA will not prevent the misuse of an individual's SSN. However, a person using an individual's SSN can get other personal information about that individual and apply for credit in that individual's name. So, if the tenant suspects someone is using their SSN, they should check their Social Security records to ensure their records are correct (call SSA at (800) 772-1213); file an identity theft complaint with the local police department and/or Federal Trade Commission (call FTC at (877) 438-4338, or visit their website at: <http://www.ftc.gov/bcp/edu/microsites/idtheft/>); and they should also monitor their credit reports with the three national credit reporting agencies (Equifax, TransUnion, and Experian). The tenant should provide the PHA written documentation of filed identity theft complaint. (Refer back to paragraph on Employment and wage information regarding disputed EIV information related to identity theft).

Tenants may request their credit report and place a fraud alert on their credit report with the three national credit reporting agencies at: www.annualcreditreport.com or by contacting the credit reporting agency directly. Each agency's contact information is listed below.

National Credit Reporting Agencies Contact Information

Equifax Credit Information Services, Inc.
P.O. Box 740241
Atlanta, GA 30374
Website: www.equifax.com
Telephone: (800) 685-1111

Experian
P.O. Box 2104
Allen, TX 75013
Website: www.experian.com
Telephone (888) 397-3742

TransUnion
P.O. Box 6790
Fullerton, CA 92834
Website: www.transunion.com
Telephone: (800) 680-7289 or (800) 888-4213

(d) Security of EIV Data

The Federal Privacy Act (5 USC §552a, as amended) prohibits the disclosure of an individual's information to another person without the written consent of such individual. As such, the EIV data of an adult household member may not be shared (or a copy provided or displayed) with another adult household member, unless the individual has provided written consent to disclose such information.

However, the PHA is not prohibited from discussing with the head of household (HOH) and showing the HOH how the household's income and rent were determined based on the total family income reported and verified.

EIV information and any other information obtained by the BHA for the purpose of determining eligibility and level of assistance may not be disclosed to third parties for any reason (even for similar verifications under other programs, such as eligibility for low income housing tax credit units, other federal or state assistance programs), unless the tenant has authorized such disclosure in writing.

9.6 Self-Sufficiency Income Exclusions

The earned income exclusion is only available for households under lease. It is not applicable at admission. Only adults can qualify for the earned income disallowance (because the earnings of family members other than the head or spouse are excluded if the family member is under age 18). Each person can receive only one 24-month disallowance period during their lifetime. There are three categories of individuals who qualify for the earned income disallowance:

9.6.1 Employment After Unemployment

A person whose annual income increases because of employment after having been unemployed for at least 12 months. A person is considered to have been unemployed if he or she has earned less money in the previous 12 months than would have been earned working 10 hours per week for 50 weeks at the established minimum wage. (The minimum wage to be used is that applicable to the locality in which the determination is made.) The majority of families who qualify for earned income disallowances are likely to do so under this category. Note: An individual who was unemployed for some period of time before becoming a public housing resident or who earned so little in the previous period to be considered unemployed could qualify under this category, so long as there is a 12 month period of unemployment.

9.6.2 Income Increase After Training

A person whose annual income increases because of new or increased earnings during participation in an economic self-sufficiency or other job-training program. This requirement is not the same as the previous income disregard. The key concept in this eligibility category is that the individual receives the new or additional earned income while he or she is involved in economic self-sufficiency or job training, not after the completion of such training. Note: An example of this category of qualification occurs when people are studying for a variety of medical professions. Typically, classroom work is followed by a 'practicum' in a doctor's office, hospital or clinic, during which the individual is paid.

9.6.3 Income Increase After Receiving Welfare

A person whose annual income increases because of new or increased earnings, during or within six months after the household's receiving assistance, benefits or services from a program funded by any state program for Temporary Assistance to Needy Families funded under Part A of Title VI of the Social Security.

9.7 Community Service and Economic Self-Sufficiency Policy (Applicable to Federal Developments/AMPs Only)

As part of the Quality Housing and Work Responsibility Act of 1998, Congress imposed a requirement that all adult residents of federally funded public housing, unless specifically 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 lease provides that all non-exempt residents must:

- Contribute 8 hours per month of community service (not including political activity); or
- Participate in an economic self-sufficiency program for 8 hours per month; or
- Perform eight hours each month of combined community service and self-sufficiency activities.

9.7.1 Definitions

(a) Community Service

For the purpose of this policy, community service is the performance of voluntary work or duties for the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community in which the resident resides. Community service is not limited to a single type of activity or a single location. Acceptable community service activities include, but are not limited to, improving the physical environment of the resident's development/AMP; volunteer work in a local school, hospital or child care center; working with youth organizations; or helping neighborhood groups on special projects. By statute, political activity is not an eligible form of community service.

(b) Economic Self-Sufficiency Program

For the purpose of this policy, an economic self-sufficiency program is any program designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include, but are not limited to: programs for job readiness or training, employment training, work placement, basic skills training, education, English language proficiency, work fare, financial or household management, apprenticeship, and any program

necessary to ready a participant to work, such as substance abuse or mental health treatment.

9.7.2 Notification of Residents

The Boston Housing Authority will notify all new residents of the community service requirement at the time of lease signing. The notification will include an explanation of the program and will list the categories of individuals who are exempt from performing community service activities. Definitions and examples of community service and economic self-sufficiency activities will be part of the notice.

All current residents will be provided with a copy of this notice at the time of annual re-examination.

The notification will also advise families when the community service obligation will begin. Non-exempt residents will be required to begin performing community service at their first lease renewal date following the adoption of this policy.

9.7.3 Exemptions

The following residents over the age of eighteen are exempt from this requirement:

- (i) Resident household members who are 62 or older;
- (ii) Resident 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);

The Social Security Act defines disability as the “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 has lasted or can be expected to last for a continuous period of not less than twelve months.”

Blindness is defined as “central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no less than 20 degrees shall be considered for purposes of this paragraph as having a central visual acuity of 20/200 or less.”

Residents who claim exemption because of disability or blindness must also certify that because of this blindness or disability they are unable to comply with the community service requirement. If a resident does not meet this definition of blindness or disability and believes that he or she is unable to perform community service or economic self-sufficiency activity, he or she may apply for an exemption from the requirement as a reasonable accommodation under the BHA Reasonable Accommodation in Housing

Policy (RAHP). An application for reasonable accommodation can be obtained at the development/AMP management office.

(iii) Resident household members who are the primary care giver of a blind or disabled individual as described in paragraph 2;

(iv) Resident household members who are engaged in a work activity as defined under section 407 (d) of the Social Security Act (42 USC 607 (d)), for ten or more hours each week;

Work activities are:

- 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;
- Community service programs;
- Vocational educational training not to exceed twelve months;
- Job skills training directly related to employment;
- Education directly related to employment for a resident who has not received a high school diploma or a certificate of high school equivalency;
- Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalency for a resident who has not completed secondary school or received such a certificate; or
- The provision of childcare services to an individual who is participating in a community service program.

(v) Resident household members who are exempt 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; or

(vi) Resident household member of a family receiving assistance, benefits or services under a State program funded under part A of Title IV of the Social Security Act (42 USC 601 et seq.), or under any other State welfare program, including a State-administered welfare-to-work program or the Supplemental Nutrition Assistance Program (SNAP), and is in compliance with all provisions of that program.

In accordance with HUD guidelines, persons eligible for a disability deduction in rent are not automatically exempt from the community service requirement. A resident is exempt only to the extent the disability makes the person "unable to comply" with the community service requirement.

9.7.4 Initial Determination of Exemption

All applicants will be provided with an information sheet describing the community service/self-sufficiency requirement at the time they make their final application. At the time the lease is signed, the property manager will again provide the head of household with the community service information sheet. Each household member will be asked to declare if they are exempt from community service and provide the appropriate verifications.

In order to establish an exemption the following verification must be provided:

(a) Age 62 or over. Any birth certificate or proof of age already submitted by the resident to establish age or achieve eligibility for occupancy as a person 62 or older shall be deemed sufficient verification.

(b) Disability or blindness. Receipt by a household member of Social Security Disability or SSI benefits shall be deemed proof of disability under this policy. A household member whose application for disability benefits is pending shall be deemed disabled unless and until a denial of the application is received. Any resident who believes they meet the definition of disability included in this policy may submit a statement from their treating physician providing BHA staff with facts that will assist them in determining whether the resident is disabled within the definition applicable under this policy. If a resident does not meet this definition but still believes that he or she is unable to perform community service, the resident may apply for a reasonable accommodation under the BHA RAHP policy. The manager will provide an application for reasonable accommodation upon request.

Residents who are determined to be exempt because of blindness or disability shall also sign a statement certifying that they are unable to comply with the community service requirement because of the blindness or disability.

(c) Primary caregiver of a disabled or blind person. A statement from the person being cared for or their guardian affirming that the resident seeking exemption acts as the primary caregiver and the period during which they are expected to continue in that role shall be adequate verification.

(d) Engaged in work activity. The verification of employment income provided to BHA for rent determination shall be adequate for this purpose. Verification of participation in job training or other qualifying program must be submitted by the providing organization or school.

(e) Exempt from work activity under state welfare program. Verification of the exemption should be obtained from the welfare department.

(f) Member of a family who receives assistance from a state welfare program and is in compliance with that program. Verification of receipt of program assistance and compliance should be obtained from the welfare department.

The manager will make a determination of exempt status and notify the resident. If the resident disagrees with the determination, he or she may file a grievance under the BHA grievance procedure.

The exemption status for each household member will be entered on the client worksheet. Families with non-exempt members will receive a list of community service and self-sufficiency opportunities.

9.7.5 Continuing Determination of Exemption and Compliance

Each year, as part of the Tenant Status Review, the property manager will determine whether each non-exempt household member has complied with the community service requirement and whether each exempt household member continues to be exempt.

Included with the letter requesting the head of household to come to the office for the status review will be a reminder that resident compliance with and/or exemption from community service will be determined as part of the status review. A list of exemption categories, a reminder that certain exemptions from the community service requirement must be reviewed annually and a description of the documentation needed to support each exemption will be attached to the letter. A Verification of Compliance form for each household member who was required to perform community service will be provided at the recertification appointment. These forms must be completed and returned to the property manager at least thirty (30) days before the lease term expires. The form includes confirmation of:

- the number of hours of community service/self-sufficiency work completed,
- the type of work completed
- the community organization where the work was completed
- the signature, name, title, address and phone number of the person supervising completion of the work.

At the time of the status review the manager will reconfirm the exemption status of each household member. The head of household may provide the property manager with the required documentation for any change in status claimed by an adult family member. The manager will reconfirm the following exemption categories annually:

- Blindness or disability
- Primary caregiver
- Engaged in work activity
- Exempt from work activity under a state welfare program
- Exempt through receipt of assistance, benefits or services from a state welfare program and in compliance with all provisions of the program.

If a household member becomes exempt from the community service requirement during a lease term and informs the manager so that the exemption can be verified, he or she shall be exempt from performing community service for the entire year. Unemployed residents, for example, may request an exemption if they find work or start a job training program. If a resident is determined by BHA to become exempt during the year, they will

be excused from the entire annual 96-hour requirement. There is no obligation for a resident to report a change in status from exempt to non-exempt between regular status reviews. If a resident previously determined to be exempt becomes non-exempt during a lease term, he or she is not required to report the change in status to the manager until the next status review.

If the household is found to be in compliance with the community service/self-sufficiency requirement as well as all other requirements for continuing occupancy, the lease will be automatically renewed. An annual lease signing process is not necessary.

9.7.6 Non-Compliance

If the BHA determines that a non-exempt resident has not complied with the community service/self-sufficiency requirement, BHA staff, or in the case of privately managed properties, site staff must notify the head of household of the noncompliance in writing. This notification must also inform the resident that:

- the determination of noncompliance is subject to the BHA's grievance procedure;
- unless the resident enters into an agreement to cure or the non-compliant adult no longer resides in the unit, the lease of the family of which the noncompliant adult is a member shall not be renewed; and
- the resident has the opportunity to cure the noncompliance during the next twelve-month period.

To take advantage of the statutory opportunity to cure, the noncompliant adult must sign an agreement stating that the noncompliant adult will complete, over the next 12-month term of the lease, the additional hours of community service or economic self-sufficiency activity needed to reach the required total of 96 hours for the prior year. These additional hours must be performed in addition to the 96-hour requirement for the current lease year.

As is required by law, continued non-compliance will result in the commencement of eviction proceedings against the entire household, unless the noncompliant family member is no longer part of the household.

9.7.7 Documentation

BHA staff, or in the case of privately managed properties, site staff must retain documentation of community service participation and/or exemption in the resident's file.

At lease signing for new residents or at annual recertification for current residents, the manager must ensure a Certification of Exemption Status form is completed for each adult household member claiming an exemption from the community service/self-sufficiency requirement. Supporting documentation will be requested of the resident to verify exempt status and copies of the verification will be retained in the file.

At the time of the annrecertification , the head of household is responsible for ensuring that a Verification of Compliance form is completed by the appropriate authority for every non-exempt household member. This form will also be maintained in the resident file.

9.7.8 Grievance Procedure

Upon filing a written request, as provided in the Boston Housing Authority grievance procedure, any resident who disagrees with any Boston Housing Authority (BHA) action or failure to act in accordance with the Community Service Policy shall be entitled to a grievance hearing.

9.7.9 Prohibition Against the Replacement of Employees

In implementing the community service requirement, the Boston Housing Authority will not substitute community service for work ordinarily performed by public housing employees or replace a job at any location where community work requirements are performed.

9.7.10 Third Party Coordinating

The Boston Housing Authority intends to exercise its option to administer the community service/self-sufficiency requirement through one or more of the following alternatives:

- directly administer some qualifying community service and
- economic self-sufficiency activities;
- make such activities available through a contractor; or
- make such activities available through partnerships with qualified organizations, including resident organizations and community agencies or institutions.

9.8 Inspections

In accordance with the lease, apartment inspections are performed at three times: pre-occupancy, upon move-out, and at least once annually and as further provided in the BHA lease.

9.8.1 Pre-Occupancy Inspections

The BHA and the resident or their representative will inspect the apartment prior to occupancy by the resident. The BHA will give the resident a copy of the statement of conditions showing the condition of the premises, interior and exterior as applicable, and of any appliances provided with the apartment.

The statement of conditions shall be signed by a BHA representative and resident and a copy of the form retained in the resident's folder. Any deficiencies noted on the statement of conditions will be corrected by the Authority before the resident moves in, and at no charge to the resident.

9.8.2 Annual Inspections

The BHA will inspect all apartments at least annually and more frequently if apartment conditions are not safe, sanitary and in good repair. Residents will be notified as to the date and time of inspections in accordance with provisions in the lease.

Annual inspections will evaluate the following: any need for repairs; housekeeping conditions; safety violations; and resident's compliance with other obligations under the lease. The resident will be informed of any deficiencies and notified of any action required by the resident or the BHA to correct deficiencies.

BHA will correct deficiencies determined to be the BHA's responsibility.

Where resident action is required, re-inspections will be conducted.

Where the resident fails to take required action to correct deficiencies, the BHA may correct the deficiencies and bill the resident. The resident shall also pay promptly, upon receipt of a bill, for lock replacements or re-keying and for the cost of all materials and/or labor for repair of any damage to BHA property caused by the negligence or intentional act of the resident, a member of resident's Household or a guest; the bill shall clearly state the items for which the charge is made, the work done, and the cost of labor and materials; the bill shall not become due and payable before the first day of the second month following the month in which the charge is billed; BHA will post in each management office a list of the hourly rate charged for labor. The resident may dispute the bill through the BHA grievance procedures.

9.8.3 Move-Out Inspection

The BHA will inspect the apartment after the resident vacates the apartment and give the resident a written statement of conditions, repairs, cleaning and replacements for which the resident is responsible. The resident and/or their representative may join in such inspection, unless the resident vacates without notice to the BHA.

9.9 Lease Termination Procedures

The lease of a BHA resident provides the terms and procedures for termination of the lease.

9.9.1 Recordkeeping Requirements for Lease Termination

A written record of every termination and/or eviction shall be maintained by BHA in the resident file, and shall contain the following information:

- (a) Name of resident, number and identification of the apartment occupied;

(b) Date of the 14-Day Notice, 30-Day Notice, or other notice of Intent to Terminate and the

(c) Notice to Vacate;

(d) Specific reason(s) for the Notice(s), indicating the section(s) of the lease allegedly violated, and other facts pertinent to the issuing of the Notices described in detail;

(e) Date and method of notifying the resident;

(f) Summary of any conference held with the resident including date, names of conference participants and conclusion.

(g) Decisions of any grievance panel hearings.

CHAPTER 10: MISCELLANEOUS PROVISIONS

10.1 Deprogramming Apartments

BHA will seek approval from EOHLC and HUD prior to deprogramming any apartment in Federal or State-assisted developments/AMPs in accordance with applicable regulations. A deprogrammed apartment is one that is no longer available for occupancy under a BHA resident lease.

10.2 Supported Housing Programs

10.2.1 Social Service Agreements

At its discretion, and if required with HUD and/or EOHLC approval, the BHA may enter into an agreement with social service or other agencies to provide supportive services to Applicants and residents, including targeted populations, who need special help in order to establish and maintain tenancies, provided that evidence exists that the agencies are reliable organizations with experience at providing related services and are fiscally sound.

Assistance required under such agreements shall include, but is not necessarily limited to, the following services:

- (a) Assistance in evaluating applicants for program participation;
- (b) Checking to see if the residents are paying their rents and other charges and are properly maintaining their units;
- (c) Helping residents to maintain their households, including managing their money;
- (d) Providing specialized supportive services and crisis intervention in order to obtain necessary treatment to avoid eviction action.
- (e) All Applicants and residents who participate in these programs must meet the Threshold Requirements for the program for which they are applying.
- (f) All Applicants and residents who participate in these programs must meet the Applicant Screening Criteria as specified in this policy and/or any Memorandum of Agreement between the BHA and the service organization.

10.2.2 Apartment/Development/AMP Designations

Supported Housing Programs may be established for a development/AMP or certain designated apartments within a development/AMP.

10.3 Designated Housing Program

10.3.1 Plan Description

The BHA will allocate units in the Federal Elderly/Disabled developments/AMP in order to move towards a ratio of 80% designated to elderly families and 20% to non-elderly disabled families. In order to achieve these percentages additional admission Preference Points will be applied to Elderly and Non-Elderly Disabled Applicants at designated Elderly/Disabled Program developments/AMPs. The Preference Points will be applied when: 1) Applicants who are Elderly and are on an Elderly/Disabled Program development/AMP wait list where the Elderly resident population is less than 80% and who **do not** require wheelchair accessible units will receive Preference Points in addition to any they may already have and 2) Applicants who are Non- Elderly Disabled and are on an Elderly/Disabled Program development/AMP wait list where the Non-Elderly Disabled resident population is less than 20% and who **do not** require wheelchair accessible units will receive Preference Points in addition to any they may already have.

Under this Plan, there are times when BHA selects elderly applicants ahead of non-elderly disabled applicants in order to reach agreed-upon percentages in its housing developments. Non-elderly disabled applicants who are bypassed may become eligible for a Section 8 Housing Choice Voucher from a set-aside created by the Designated Housing Plan.

10.3.2 Development/AMP Designation

The BHA will monitor the percentages of elderly and non-elderly disabled households living in each Elderly/Disabled Development/AMP on a monthly basis. When the percentage of elderly households occupying a development/AMP reaches 75%, the development/AMP will be flagged so that each subsequent offer of housing will be reviewed by a Manager in the Admissions Department. When the percentage of elderly households occupying a development/AMP reaches 80%, the BHA will turn off Designated Housing preference points to elderly applicant households for this development/AMP. If the percentage of elderly households occupying a development/AMP falls below 80%, the BHA will turn on Designated Housing Preference points to elderly applicant households for this development/AMP. The BHA shall also monitor closely when the percentage of non-elderly disabled households occupying a development/AMP reaches 20%, the BHA will turn off Designated Housing preference points to non-elderly disabled applicant households for this development/AMP. If the percentage of non-elderly disabled households occupying a development/AMP falls below 20%, the BHA will turn on Designated Housing Preference points to non-elderly disabled applicant households for this development/AMP.

10.4 Resident Custodians and Special Assignment Laborers

10.4.1 Rules Governing Residency

Resident custodians and special assignment laborers (BHA employees living in BHA apartments as a condition of employment under a license agreement) must be

determined eligible in accordance to the Resident Custodian or Special Assignment Laborer license agreement. They shall not be considered public housing residents. They are not subject to the same requirements (including the waiting list procedure) and do not have the same rights as public housing residents. In particular, they:

- (a) Do not have to qualify as a Low Income Household;
- (b) Are not subject to the BHA's resident selection procedures;
- (c) May be charged a reasonable rent or may be provided a BHA apartment rent-free;
- (d) Are not subject to BHA lease and grievance procedures, but have a license agreement for occupancy with the BHA; and
- (e) Are not entitled to remain in the same apartment in public housing if their employment is terminated, but shall be entitled to apply for public housing.

10.4.2 Admission as Residents

Upon change in status, resident custodians and special assignment laborers may apply to become BHA residents, but may only be admitted to a BHA apartment after they have been determined Eligible and Qualified as defined by the BHA's ACOP. Upon the successful completion of the final eligibility determination process a housing offer assignment will be made pursuant to the Resident Custodian or Special Assignment Laborer license agreement.

10.5 Occupancy by Police Officers (Federal Developments/AMPs Only)

10.5.1 Definition of Police Officer

For purposes of this subsection, a police officer is defined as a person who is employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of a local police force or an accredited police force of a housing agency may qualify.

10.5.2 Purpose of Policy

In order to increase security for BHA public housing residents, the BHA may allow police officers to reside in a public housing apartment, even if such police officers might not otherwise qualify, based on income, for BHA public housing.

10.5.3 Terms of Tenancy for Police Officers

(a) Occupancy

Police Officers who apply for BHA housing will be subject to the same terms, standards (other than income) and procedures that are applied to all other BHA Applicants.

(b) Verification

Police officers will undergo the same verification procedures applied to other BHA Applicants. Those procedures are outlined in this Admission and Continued Occupancy Policy. Screening criteria contained in this policy therefore apply.

(c) Waivers

Police Officers approved for occupancy in BHA apartments will be given a waiver that allows them to be chosen for BHA housing without being placed on the Authority's waiting list.

(d) Lease

Police Officers shall execute a lease or occupancy agreement with the BHA providing for the terms of occupancy of an apartment.

(e) Annual Re-certification

Continued employment as a police officer as defined in this subsection, will remain a determining factor in the renewal of a Police Officer's lease or occupancy agreement. Police Officers are therefore required to submit annually to the BHA proof of continued employment as a police officer.

(f) Failure to remain employed as a Police Officer will therefore result in a refusal to renew a Police Officer's lease or occupancy agreement.

If a person is no longer a Police Officer, but meets the BHA eligibility standards, the Police Officer may apply for admission as a BHA resident.

10.5.4 Apartments to be Occupied by Police Officers

The BHA will offer apartments to Police Officers based upon BHA-determined security needs. In no event shall the number of apartments allotted for Police Officers exceed one Police Officer per development/AMP with more than 100 apartments but less than 500 apartments, and not more than two Police Officers for any development/AMP with over 500 apartments.

10.6 Pet Policy

BHA residents may have pets, in accordance with the BHA's current Pet Policy for the specific development(s)/AMP(s) at which they select to live. The Pet Policy is in accordance with HUD or EOHLC requirements.

10.7 Policy Waivers

10.7.1 ACOP Waivers

The Administrator, or their designee who shall be a senior management employee, may approve a waiver of any provision of this policy not required by law if the waiver of such provision would avoid substantial hardship or substantial injustice to an Applicant or a transfer applicant. Each decision to waive a provision of the ACOP must be documented in writing. No waiver shall be contrary to federal, state, or local law. No waiver shall be in violation of Chapter 1, Section 1.1 of this ACOP. Examples of situations in which a waiver may be requested and approved include but are not limited to: individuals with a potentially terminal illness, for example, AIDS, who are experiencing a housing crisis, a Household which must abandon its current housing in a distant location in order to relocate to Boston so that a seriously ill Household Member can receive specialized medical treatment available at a Boston area medical facility.

10.7.2 Waiver of State Regulation

The BHA follows the code of Massachusetts regulation, 760 CMR 5.00 and 6.00 in administering state public housing. However, this policy waives certain provisions of state regulation with the purpose of increasing customer service and effective management of BHA programs. Specific waivers contained within this policy have been requested by BHA and authorized by EOHLC. Waiver requests and approvals shall be posted on www.bostonhousing.org.

Commented [CK2]: This is not being done.)

10.8 Non-Smoking Policy

The BHA has incorporated its non-smoking policy into the non-smoking Lease Addendum.

Region 1 – 617-988-5061 email: smokefree1@bostonhousing.org

Region 2 – 617-988-5062 email: smokefree2@bostonhousing.org

Region 3 – 617-988-5063 email: smokefree3@bostonhousing.org

Region 4 – 617-988-5064 email: smokefree4@bostonhousing.org

CHAPTER 11: DEFINITIONS

Accessible Route	For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.
Accessible Apartment	When used with respect to the design, construction or alteration of an individual apartment, means that the apartment is located on an Accessible Route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical handicaps or disability. An apartment that is on an Accessible Route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 [the Uniform Federal Accessibility Standards] is "accessible" within the meaning of this paragraph.
Adaptable	Ability of certain elements in an apartment to be changed to accommodate the needs of disabled persons; or ability of certain apartments to meet the needs of persons with different types & degrees of disability.
Administrator	The chief executive officer of the Boston Housing Authority.
Alteration	Any change in an apartment, building or common area or to its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems.
Asset Management Project (AMP)	For purposes of Asset Management HUD requires PHA's to designate a unique identifier for a development, or groupings of scattered sites or small developments, or phases of a development for purposes of implementing asset based management for HUD funded federal public housing units.
Apartment	Residential space for the private use of a Household. The number of bedrooms contained within a BHA apartment is from 0 bedrooms (studio/efficiency) to 6 bedrooms.

Applicant A person or household member who is not a BHA leaseholder and has submitted an application for public housing that has been accepted by the Authority and entered into its management information system with a client number assigned.

Appeals An Applicant for admission to BHA, who is dissatisfied with a decision regarding their application, may request an appeal before a BHA Hearing Officer. (See 4.1.4).

Applicant Information Briefing Session A regularly scheduled meeting (or other form of communication that may be designated by the BHA) whose purpose is to: provide prospective Applicants with an explanation of the process for Application and admission to BHA Public Housing; make Applicants aware of the Priorities, Preferences and housing options available to them as a BHA Applicant; familiarize Applicants with the Preliminary Application and Related Forms; bring staff in contact with Applicants to assist Applicants in completing the application process (See Chapter 3).

Area Median Income (AMI) The median income of the greater Boston area as determined by HUD.

Assets Assets generally means cash which is accessible to a person including checking and savings accounts, stocks, bonds, equity in real property, and the cash value of life insurance policies, but does not include the value of tangible personal property such as furniture, automobiles and household effects. (Certain types of tangible personal property are included, such as coin collections or jewelry, but essential tangible personal property reasonably necessary for everyday living, such as furniture and automobiles, are not included. For included real or personal property holdings, the value of the asset is the cash amount that would remain if the resident converted the asset to cash and deducted any outstanding mortgages, liens or selling expenses.)

Boston Resident A person whose last permanent address was within the City of Boston or a person who is a

resident and presently domiciled in the City of Boston at the time of application and at the time of determination of eligibility and qualification, or a person who is employed or about to be employed in the City of Boston as verified by the BHA. A person with a temporary residence in the City of Boston with relatives or friends is not a resident unless the person's last residence or domicile was in the City of Boston. The burden of establishing Boston residency is on the Applicant.

CHAMP

CHAMP is the Common Housing Application for Massachusetts Programs, the online application system for State Public Housing.

Co-Head of Household

A person who with the Head of Household assumes responsibility and accountability for the Household and signs the lease. The Co-Head of Household is equal to and has the same rights and responsibilities as the Head of Household. This shall include a spouse even if not designated as Co-Head of Household on the application or lease.

Earned Income

Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in kind benefits.

Formatted: Normal

Executive Office of Housing and Livable Communities (EOHLC)

The agency responsible for the oversight and monitoring of the State's public housing program.

Dependent

A member of the Household, other than head, co-head, sole member, foster child, or Personal Care Attendant or Live-in Aide, who is under 18 years of age, a Disabled Person, or a full-time student.

Development

Refers to low income housing developed, acquired or rehabilitated by BHA under the U.S. Housing Act of 1937 (other than Section 8) for which there is an annual contributions contract (ACC) between the

	U.S. Department of Housing & Urban Development or one or more public housing apartments developed and/or administered by the BHA with a separate contract for financial assistance with the Massachusetts Department of Housing Community Development under the Chapter 705, Chapter 200 or Chapter 667 program.
Disabled Person	For program eligibility, a person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or defined as "handicapped persons of low income" in M.G.L. C121B § I and in 760 CMR 5.07.
Disabled Person (For Eligibility in State-Aided Housing)	A person who has been determined to have an impairment which is expected to be of long continued and indefinite duration, which substantially impedes the ability to live independently in conventional housing and which is of such nature that such ability could be improved by more suitable housing conditions.
Disabled Person (For Eligibility in Federally-Assisted Housing)	– A person who 1) Has a disability defined as an 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 a person who has attained the age of 55 and is blind, the 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 they have previously engaged with some regularity and over a substantial period of time, or 2) Has a physical, mental, or emotional impairment which is expected to be of long-continued and indefinite duration, which substantially their ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions, or

3) Has a developmental disability which is a severe, chronic disability of an individual 5 years or older which is attributable to a mental or physical impairment or combination of impairments and which is manifested before the age of 22 and is likely to continue indefinitely and which 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 which reflects the individual's need for assistance that is lifelong or of extended duration and is individually planned and coordinated.

Such term shall not exclude persons who have the disease acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS

A. For all purposes other than Eligibility, a person with a physical or mental impairment which substantially limits one or more life activities, or has a record of such impairment, or is regarded as having such an impairment.

B. No individual shall be considered a person with a disability solely because of drug or alcohol dependence.

Elderly Household

A Household whose Head of Household, Co-Head of Household, or spouse (or sole member) is an Elderly Person.

Elderly Person

A person who is at least 62 years of age. For state assisted housing a person who is at least 60 years of age.

Eligible

A person or household that has met the three threshold requirements pursuant to Section 5.1.2 for Preliminary Eligibility.

Eligible Household

A household who is determined Eligible for residence in public housing assisted under the United States Housing Act of 1937 (42 U.S.C. 1437) or under M.G.L. c121B and provisions of this Policy.

Eligible Non-Citizen Status	(For Federal Program only) - The admittance of a Non-Citizen to the United States under one of the following categories: 1) A Non-Citizen lawfully admitted for permanent residence as an immigrant as defined by sections 101(a)(15) and 101(a)(20) of the Immigration and Nationality Act (8 U.S.C. 1101(a)(15) and 8 U.S.C. 1101(a)(20), excluding, among others, Non-Citizen visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country; 2) A Non-Citizen who entered the United States prior to June 30, 1948, or such subsequent date as is enacted by law, has continuously maintained their residence in the United States since then, and is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General pursuant to section 249 of the Immigration and Nationality Act (8 U.S.C. 1259) [8 USCS § 1259]; 3) A Non-Citizen who is lawfully present in the United States pursuant to an admission under section 207 of the Immigration and Nationality Act (8 U.S.C. 1157) or pursuant to the granting of asylum (which has not been terminated) under section 208 of such Act (8 U.S.C. 1158); 4) A Non-Citizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest pursuant to Section 212(d)(5) of the Immigration and Nationality Act (8 U.S.C. 1182(d)(5)); 5) A Non-Citizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation pursuant to section 243(h) of the Immigration and Nationality Act (8 U.S.C. 1253(h)); 6) A Non-Citizen lawfully admitted for temporary or permanent residence under section 245A of the Immigration and Nationality Act [8 USCS § 1255a].

	7) Lawfully admitted for temporary or permanent residence (amnesty granted under Immigration and Naturalization Act Section 245A).
Emancipated Minor	Minor (under 18 years of age) with a child (or children) or who has otherwise established him/herself as a non-dependent individual.
Fair Housing Act	Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.)
Family	<u>Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:</u> <u>(1) A single person⁷, who may be:</u> <u>(i) An elderly person, displaced person, disabled person, near-elderly person, or any other single person;</u> <u>(ii) An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or</u> <u>(2) A group of persons residing together, and such group includes, but is not limited to:</u> <u>(i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);</u> <u>(ii) An elderly family;</u>

⁷ Single persons include: a single man/woman; a single woman who is pregnant at the time of admission; a single person who has secured, or is in the process of securing the custody of any individual(s) below the age of 18; an elderly person; a person with a disability or handicap; a displaced person; or a single person who is not elderly, disabled, handicapped or displaced each as defined in this policy.

(iii) A near-elderly family;

(iv) A disabled family;

(v) A displaced family; and

(vi) The remaining member of a resident family.⁸

~~A single person, two or more persons regularly living together, related by blood, marriage, adoption, guardianship or operation of law; or who are not so related, but share income and resources and intend to live together in BHA housing. Other persons, including foster children, Personal Care Attendants or Live-in Aides, and members temporarily absent (including children temporarily assigned to foster care[1]), may be considered a part of the Household group if they are living or will live regularly with the Household. For the federal housing programs as defined by the Department of Housing and Urban Development (HUD) at 24 CFR 5.403.~~

Federally-assisted Housing

For purposes of this policy, housing assisted under the U.S. Housing Act as defined in 42 USC 1437a and following provisions.

Full-time Student

For Eligibility in Federally-assisted Housing A person who is carrying a subject load which is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school.

For Eligibility in State-assisted Housing- a household member between the ages of 18 and 25, who is the dependent of another household member and who is enrolled in and attending an accredited educational or vocational institution and is carrying a course load that is considered full-time for day students under the standards and practices of the institution. Full-time student status shall

⁸ Live in Aides do not have rights of tenancy, nor can they be considered the remaining member of a resident household unless they are found to be a licensed Live in Aide and select one of the options in Chapter 5, Section 5.4.2(g), see also 24 C.F.R 5.403

remain in effect as long as the individual carries a full-time student course load in pursuit of a bachelor's degree, an associate's degree, or a diploma from an accredited institution or a certificate from an accredited vocational program (excluding apprenticeship programs). In no event shall full-time student status last longer than the length of time normally required for day students to complete the required course of study.

Good Cause

A set of standards used by the Authority to determine the need for and special offer of housing in order to avoid a verifiable hardship. The basis for the special offer must be reliably documented and cannot result in discrimination on the basis of race, color, sex, sexual orientation, gender identity, ethnicity, religion or national origin or handicap or disability.

Good Standing

Good Standing means the household is:

Current in its rental payments unless it is legally withholding rent pursuant to the provisions of the Lease or applicable law and Not currently under a Fourteen (14) Day or a Thirty (30) Day Notice to Quit, Summary Process Action or action pursuant to Mass. Gen. Laws, Chapter 139, section 19.3.2

Grievance

1) An allegation, by a tenant or a remaining Household Member of a tenant's household, that the BHA or a BHA employee has acted or failed to act in accordance with the tenant's lease or any statute, regulation, or rule regarding the conditions of tenancy and that the alleged action or failure to act has adversely affected the status, rights, duties, or welfare of the tenant or a Household Member; or
2) An appeal by a data subject pursuant to 760 CMR 8.00. The meaning of a statute, regulation or rule shall not be the subject of a grievance. A dispute between a tenant and another tenant or Household Member, in which the BHA is not involved, shall not be the subject of a grievance. A grievance shall not be filed by a tenant on behalf of another tenant or any Household Member of another tenant.

Head of Household	The member who assumes responsibility and accountability for the Household and signs the lease.
<u>Health and Medical Expenses</u>	<u>Health and medical care expenses are any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long term care premiums that are paid or anticipated during the period for which annual income is computed.</u>
Household	All persons residing in an apartment who are listed on the apartment's lease as household members or Tenant Status Review (T.S.R.); and may include an approved PCA OR LIVE-IN AIDE, who resides in the apartment.
Household Member	A person residing in an apartment who is listed on the apartment's lease as a household members or Tenant Status Review (T.S.R.); and may include an approved PCA OR LIVE-IN AIDE, who resides in the apartment.
Home Visit	A visit by BHA Admissions Department staff or contractor to the home of an Applicant pursuant to the provisions of this policy.
HUD (U.S. Department of Housing & Urban Development)	The Federal department responsible for the public housing program as provided in the 1937 Housing Act. HUD provides operating subsidies to the BHA through an Annual Contributions Contract.
Imputed Welfare Income	(In Federal Developments Only) The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for the purposes of determining rent.
Last Permanent Residence	The last main or the only residence (home) at a fixed address a "Dwelling" or "rental dwelling." This means a unit that was owned or rented by or to one or more tenants and landlord authorized household member(s) as occupants for use as a permanent residence under a lease or tenancy at

	will. The term does not include a room rented to overnight guests or doubled-up guests/visitors.
Lease	A written agreement between the BHA and Head or Co-Head of Household for the occupancy of an apartment.
Minor	~~A member of the family, other than the head or spouse who is under 18 years of age. A person less than 18 years of age. An unborn child will not be considered to be a minor (Also see the definition for Dependent and Emancipated Minor).~~
Mitigating Circumstances	Circumstances which would tend to lessen the negative impact of an unsuitable housing history or unsuitable behavior and which may overcome or outweigh negative information gathered in the screening process about an Applicant or Transfer Applicant.
Mixed Family	A family whose members include those with citizenship or Eligible Non-Citizen Status, and those without citizenship or Eligible Non-Citizen Status.
National	A person who owes permanent allegiance to the United States, for example, because of birth in a United States territory or possession.
Near-Elderly Family	Near-elderly family means a family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more Live-in aides.
Non-Citizen	A person who is neither a citizen nor National of the United States.
Admissions Department	The department within BHA that is responsible for the admissions and screening process. The department has responsibility for marketing, intake, waiting list management, screening, and making offers of public housing apartments to qualified Applicants and transfer applicants. The Admissions Department administers the Admissions and

	Continued Occupancy Policy including eligibility for resident transfers.
Overcrowded	See Under-housed.
Over-housed	A condition of occupancy where too few people reside in an apartment according to BHA standards for occupancy.
Personal Care Attendant (PCA)	(or Live-In Aide) A person that regularly provides care and support and who may or may not reside with an Elderly, Handicapped, or Disabled person or persons. (See 5.5 for full definition)
Police Officer	For the purposes of this policy, a police officer is defined as a person to be employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of an accredited police force of a housing agency is a police officer.
Preference	BHA gives Applicants Preference if they are veterans, Boston Residents, or non-elderly disabled with a Household. Preference points are cumulative and are added to Priority points (if any) to determine an Applicant's position on the BHA waiting list. Specific Preference definitions and point information can be found in Chapter 4 of this policy.
Priority	A defined housing related situation that necessitates a Household's relocation. The BHA gives points to Applicants with Priority that ranks those Applicants higher on the waiting list than Applicants without Priority. An Applicant can qualify for only one Priority at any given time. Certain priorities are given more points than others. Specific Priority definitions and point information can be found in Chapter 4 of this policy.
Qualified	An Applicant who is Eligible and has been approved for admission to BHA housing after meeting all requirements of the BHA Screening Policy.

Qualified Healthcare Provider	A medical or rehabilitation professional or expert, OR non-medical service agency whose function is to provide services to the disabled.
Rapid Re-Housing Assistance	The provision of housing relocation and stabilization services and short and/or medium term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing
Reasonable Accommodation	A change or modification to BHA rules, policies, practices, or services or a Reasonable Structural Modification when such a change is reasonable and necessary on account of a person's disability to afford the person the ability to use and enjoy a BHA apartment or common areas, provided that the change does not pose an undue financial or administrative burden, or result in a fundamental alteration of BHA program.
Reasonable Modification	A change to a BHA apartment or to a common area which is reasonable and necessary on account of a person's disability to afford the person the ability to use and enjoy BHA premises and which does not pose an undue financial and administrative burden or result in a fundamental alteration of BHA program.
<u>Recertification</u>	<u>The process and documentation required to redetermine the family's eligibility.</u>
<u>Resident</u>	A Family that has been admitted to the housing authority's program and is currently assisted in the program. A Resident will also include those persons, which the BHA has an obligation to offer Continued Assistance. The Family becomes a Resident on the effective date of the first day of initial Lease.
<u>Resident</u>	A Resident who has not violated any terms of their lease in the prior year is a Resident in good standing. If a Resident has violated the term of their lease but the violation has been resolved by agreement between the Resident and the BHA or another PHA, and, if applicable, the Resident has honored the

Formatted: Normal

Resident in Good Standing	terms of the agreement for the prior year, then the Resident is in good standing. If a determination is pending, the Resident will be considered "in good standing" pending the final decision or resolution of any pending proposed violation of the term of their lease..
Residual Tenancy Applicant	An existing Household Member ~~(Federal~~ Program: Except a Personal Care Attendant or Live-in Aide; State Program a PCA may qualify as outlined under 760CMR),, or an adult (if all other Household Members in the apartment are minors or incapacitated adults), willing to assume guardianship where appropriate of an apartment where the Head and Co-Head of Household vacates or becomes incapacitated.
Residual Tenant	A remaining Household Member, (Federal Program: Except a Personal Care Attendant or Live-in Aide; State Program a PCA may qualify as outlined under 760CMR), or an adult (if all other Household Members in the apartment are minors or incapacitated adults) who has been approved under this policy to remain a BHA resident.
Non-Smoking	A designation whereby smoking is prohibited inside an apartment or building (including common areas) and within a defined distance of the building.
State-Aided Housing	A low-rent housing development aided or financed by loans and/or annual contributions from EOHLC.
Temporary Housing	(or Temporarily Housed) - A person or family shall be considered temporarily housed if they have not entered into a tenancy. For this purpose a tenancy will be taken to mean an agreement (written or verbal) by which an individual or family occupies the real property (house or apartment) of another with permission and subject to a rental fee.
~~Recertification~~	~~The process and the document used to —complete the required reexamination of all BHA residents.~~
Transitional Housing Assistance	As defined by the Department of Housing and Urban Development (HUD), Transitional housing means a project that has as its purpose facilitating the movement of homeless individuals and families

	to permanent housing within a reasonable amount of time (usually 24 months). Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children
Transitional Housing Assistance	As defined by the Department of Housing and Community Development's (DHCD) statutory regulations for the state funded properties.
Unauthorized Occupants	Individuals or families who are staying in an apartment leased by a BHA resident who: (a) have not been approved in writing by the BHA as additions to the Household; (b) have applied but have not yet been approved by the BHA as additions to the Household; (c) are staying beyond the limits established in the lease for temporary visitors.
Under-housed	A condition of occupancy where too many people reside in an apartment according to BHA standards for occupancy.
<u>Unearned Income</u>	<u>Any annual income, as calculated under §5.609, that is not earned income.</u>
Uniform Federal Accessibility Standards	Standards for the design, construction, and alteration of publicly owned residential structures to ensure that mobility and/or sensory impaired persons will have ready access to and use of such structures.
Use and Occupancy Agreement	A temporary agreement between BHA and the occupant of a BHA apartment whereby the occupant is entitled to use and occupy the apartment under specified conditions but is not entitled to reside as a tenant under a BHA lease or otherwise.
Utilities	Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, and sewerage services. Telephone service, laundry, and cable service are not included as utilities.
Vacancy Action Form	Document by which BHA staff report the status of a vacated apartment (see Section 6.2.3 for status categories).

Formatted: Normal

Vacate Date	The date on which a tenant vacates, abandonment proceedings are concluded; or the tenant is evicted.
Veteran	Anyone who is a veteran as defined in M.G.L. c4, § 7, clause 43. The word "Veteran" as used in these policies shall include the spouse, surviving spouse, Dependent parent or child of a Veteran and the divorced spouse of a Veteran who is the legal guardian of a child of a Veteran.
Veterans' Preference	A Preference that is given to Veterans, as defined above, when applying for BHA housing.

Summary of Changes to the ACOP

Effective Date 8/1/2025

Edit: 4.2.3 Removal of an Application from a Waiting List (Federal Programs Only) – add language which is more favorable to the applicant allowing an application to be reinstated, if an applicant responds to the Withdrawal letter within 10 days after failing to respond to the initial letter of interest, the BHA will schedule a final eligibility interview with the applicant.

Edit: 9.2.6 Interim Recertification – Updated language to mirror LH Admin Plan which is more favorable to the resident in reporting and adjusting rent share (removed language referencing changes reported before the 15th of the month versus after). Also included clarification that if verification documents are not provided within the specified timeframe, no retroactive adjustments will be made.

Edit: 9.2.8 (b) Flat Rent Versus Income Based Rent: Changed language from “TSR” to “Recertification Process”. Also, explained that residents will be automatically defaulted to the lower of the income-based rent or the flat rent, and will be notified that if they would like to elect the higher rent share, that they must do so in writing to the BHA within 20 days of the date of the notice of rent share.

Added: Chapter 11: Definitions – added new language to define “Earned Income”

Edit Chapter 11: Definitions – added new language to define “Family”

Added: - Chapter 11 Definitions -added new language to define “Health and Medical Care Expenses”

Edit: Chapter 11 Definitions- added new language to define “Minor”

Edit: Chapter 11 Definitions- added new language to define “Unearned Income”

900 Morrissey ACOP Language

Marketing:

Marketing will follow the property owner's approved Affirmative Marketing and Tenant Selection Plan. In addition, the Mayor's Office of Housing will utilize said plan language to advertise to its network of homeless service providers.

Eligibility:

All units at 900 Morrissey are Homeless Set-Asides Units. Therefore, all clients must meet either category 1 or 4 of HUD's definition of homelessness.

Category One: Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

1. Has a primary nighttime residence that is a public or private place not meant for human habitation;
or
2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); **or**
3. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category Four: Any individual or family who:

1. Is fleeing, or is attempting to flee, domestic violence;
2. Has no other residence; and
3. Lacks the resources or support networks to obtain other permanent housing

How to Apply:

The public waitlist for the property is accessible by enrolling clients in the Boston's Continuum of Care (CoC) Coordinated Entry system and by filling out a Pathways Assessment with a certified Pathways Assessor. Individuals can receive an assessment in person, via Zoom, or on the phone if they do not already have an assessment completed. To schedule a Pathways Assessment, please reach out to HomeStart at:

Phone: 857-693-1395

Email: jennings@homestart.org

Walk-in Hours: 105 Chauncy St. #502, Tuesdays and Thursdays, 10:00am-4:00pm

Pathways Assessment are also accessible through other certified Pathways Assessors based out of emergency shelters providers or other non-profit homeless serving organizations. To take a 2024 Pathways Assessment, a client must be homeless. Once a client has taken a 2024 Pathways Assessment,

they will be placed on the 900 Morrissey waitlist and will also be eligible for other housing placements within the Coordinated Entry system. If a client is not interested in other housing placements within the Coordinated Entry System, they will be able to reject any housing opportunities that are offered to them. The client's rejection of other housing opportunities will have no impact on their place on the 900 Morrissey waitlist.

Waitlist management:

The public waitlist will be stored in the Boston CoC's Coordinated Access System. This online database and tool will be supervised and maintained by the Mayor's Office of Housing and HomeStart.

Opening and Closing of the Waitlist

The waitlist will be opened upon HUD approval on [Month, Day, Year to be added later] at which point clients on the waitlist will be referred to vacancies. The waitlist will remain open until all vacancies in the program have been filled, at which point the waitlist will effectively be closed. Clients who are enrolled in the Boston CoC's Coordinated Entry System and have received a Pathways assessment will be eligible for the program if there is turnover of unit(s), at which point the waitlist will be effectively re-opened to fill the vacant unit.

If the waitlist is permanently closed, and the Boston Housing Authority will take over the management of a new 900 Morrissey waitlist, Boston CoC's Coordinated Entry System will alert all Assessors associated with a client (clients) on the 900 Morrissey waitlist of the permanent closure and the ability to apply to the new 900 Morrissey waitlist through the Boston Housing Authority.

Adding and Removing an applicant from the waitlist

Clients will be added to the Public Waitlist (CE System) via the Pathways 2024 Assessment. The Pathways 2024 Assessment is open to clients every day at various times and locations throughout the City of Boston. Modes of assessment include in person, phone, and virtual-either by appointment or not. Certified Pathways Assessors complete the assessment in a variety of settings including, but not limited to, shelters, medical facilities, call centers, social service day centers, and on the streets and places not meant for human habitation. There are currently nearly 100 Assessors throughout the City of Boston. Said Assessors complete the Pathways 2024 Assessment, collect all necessary releases of information, uploads said documents, and enrolls the Bostonian in the required confidential Homeless Management Information systems.

Clients are removed from the waitlist when they are considered inactive in Coordinated Entry. A client will be considered "inactive" if they have not stayed in a Boston emergency shelter, stayed in a Boston transitional housing program, or stayed overnight outside or in a place not meant for human habitation in Boston during the last 90 nights.

Providing a Notice to Appeal When Removed From The Waitlist

Clients who are removed from the waitlist due to 90+ days of inactivity will be notified in two ways. First, the Mayor's Office of Housing will notify the applicant's Pathways Assessor via email to request a client update. Second, the client will receive a mailed notice with the reason for removal and an appeal form.

If the client is removed from the waitlist due to TCB or BHA screening requirements, the respective entity will notify the applicant via email to their last known address. This notice will also include the reason for removal and an appeal form.

Prioritization:

Clients will be prioritized based on length of time homeless in the City of Boston. First matching preference will be given to clients 62+ years of age, per the 900 Morrissey Affirmative Marketing and Tenant Selection Plan. The priority matching plan will follow the below sequential order:

- 1. Clients aged 62+ with at least 365 days homeless.** Matching will start in descending order with clients aged 62+ with the most days homeless over 365 days being matched first. Once all clients 62+ with at least 365 days homeless are matched, matching will start for #2 Clients 62+ with at least 180 days homeless.
- 2. Clients 62+ with at least 180 days homeless.** Matching will start in descending order with clients aged 62+ with the most days homeless over 180 days but less than 365 days being matched first. Once all clients 62+ with at least 180 days homeless but less 365 days homeless are matched, matching will start for #3 Clients of any age with at least 365 days homeless.
- 3. Clients of any age with at least 365 days homeless.** Matching will start in descending order with clients of any age with the most days homeless over 365 days being matched first. Once all clients of any age with at least 365 days homeless are matched, matching will start for #4 Clients of any age with at least 180 days homeless.
- 4. Clients of any age with at least 180 days homeless.** Matching will start in descending order with clients of any age with the most days homeless over 180 days but less than 365 days being matched first.

Screening by Building Owner (The Community Builders, Inc):

The building owner (The Community Builders, Inc.) will be conducting suitable screening based on criteria listed in their approved Affirmative Marketing and Tenant Selection Plan as well as screening for Low-Income Housing Tax Credit requirements for clients who are prioritized for units at 900 Morrissey.

Appeals:

If an applicant does not meet the requirements of the Homeless Set Aside (HSA) units, they will be provided a letter in-person or sent by first class mail stating they are not eligible for the HSA units and will not be put on the 900 Morrissey waitlist. The client can appeal that decision with the Boston Housing Authority. For appeals or grievances not associated with eligibility or preferences, Clients can file other appeals and grievances via the [Coordinated Entry Grievance policy](#).



Administrative Plan

Housing Choice Voucher Program

Effective: September 1, 2025

HOUSING CHOICE VOUCHER PROGRAM ADMINISTRATIVE PLAN

Table of Contents

TABLE OF CONTENTS	2
CHAPTER 1: INTRODUCTION AND POLICY	1
1.1 Introduction	1
1.2 Statement of Nondiscrimination	1
1.2.1 Compliance with Federal and State Laws	1
1.2.2 Civil Rights and Fair Housing	1
1.2.3 Fair Admissions	2
1.2.4 Reasonable Accommodation	2
1.2.5 Domestic Violence	2
1.3 Accessibility and Plain Language	4
1.3.1 Accessible Facilities and Programs.....	4
1.3.2 Plain Language Paperwork.....	5
1.3.3 Forms of Communication other than Plain Language Paperwork.....	5
1.3.4 English Language Ability.....	5
CHAPTER 2: ADVERTISING AND OUTREACH.....	6
2.1 Advertising and Outreach	6
2.1.1 Marketing Policy	6
2.1.2 Marketing Purposes.....	6
2.1.3 Marketing Requirements.....	6
2.1.4 Affirmative Marketing	7
2.1.5 Encouraging Participation in Areas of Low Poverty Concentration	9
CHAPTER 3: APPLICATIONS AND ADMISSION.....	11
3.1 Applications and Processing	11
3.1.1 Application Forms	11
3.1.2 Processing and Maintenance	11
3.1.3 Assignment of Application Client Control Number	11
3.2 Waiting List Administration.....	11
3.2.1 Generally	11
3.2.2 Opening and Closing the Waiting List	12
3.2.3 Updating the Waiting List	12
3.2.4 Selection Methods	13
3.2.5 Withdrawal of an Application from Waiting Lists.....	13
3.2.6 Conversion of Project-Based to Tenant-Based Voucher	16
3.2.7 Applicant Family Break-up	16

3.3	Priority and Preference Admissions.....	19
3.3.1	Definition of Priority.....	20
3.3.2	Definition of Preference	20
3.3.3	Verification of Priority or Preference Status.....	20
3.3.4	Granting of Priorities and/or Preferences	20
3.3.5	Priority Categories	20
3.3.7	Admission Preference.....	33
3.3.8	Standard Applicants.....	37
3.3.9	Point System.....	37
3.4	Special Admissions	39
CHAPTER 4: COMMUNICATIONS AND VERIFICATION		40
4.1	Communication Preference.....	40
4.1.1	Communication between Applicants and the BHA	40
4.1.2	Communication between a Participant and the BHA.....	40
4.2	Misrepresentation of Information or Fraud.....	41
4.3	Verification Requirements.....	41
4.3.1	Verification Documentation	41
4.3.2	Verification Preference.....	41
4.3.3	Validity of Documentation and Verification	48
4.3.4	Third Party Verifications.....	48
4.4	Missed Appointments.....	49
CHAPTER 5: DETERMINATION OF ELIGIBILITY		50
5.1	Number of Vouchers Issued.....	50
5.2	Threshold Eligibility Requirements (Sections 5.2.1- 5.2.3).....	50
5.2.1	A Family as defined by the BHA.....	50
5.2.2	Income eligible as defined by HUD	51
5.2.3	Past Balances Due to any Publicly Assisted Housing Program.....	51
5.3	Eligibility Interview (Final Eligibility)	52
5.3.1	Purpose.....	52
5.3.2	Scheduling Eligibility Interview Appointment	52
5.3.3	Reassignment of Applicant to Different Priority Category.....	53
5.3.4	Misrepresentation of Information or Fraud	53
5.3.5	Limitation on Number of Eligibility Determinations.....	54
5.4	Family Composition.....	54
5.4.1	Verification of Family Composition.....	54
5.4.2	Determining Family Unit Size (BHA Subsidy Standards).....	56
5.5	Income Eligibility and Targeting	60

5.5.1	Income Eligible Family	60
5.5.2	Targeting Requirements	61
5.5.3	Determining and Verifying Family Income.....	62
5.5.4	Zero Income.....	67
5.6	Review of Citizenship and Eligible Immigration Status	68
5.6.1	What Evidence Will Be Required.	68
5.7	Review of Criminal Offender Record Information (CORI)	70
5.7.1	Use and Maintenance of CORI	71
5.8	Required Release Forms	71
5.9	Briefing Session.....	72
5.9.1	Issuing Vouchers	72
5.9.2	Conducting Briefing Sessions	72
	CHAPTER 6: DENIAL OF VOUCHER AND APPLICANT APPEALS	76
6.1	Denial of a Voucher.....	76
6.1.1	Definitions.....	76
6.1.2	Mandatory Denial.....	77
6.1.3	Discretionary Denial.....	78
6.1.4	Denial of Eligibility and Notice to Applicant	79
6.1.5	Consideration in Certain Denials.....	80
6.2	Informal Reviews for Applicants.....	81
6.2.1	Right to an Informal Review.....	81
6.2.2	Hearing Procedures.....	82
(b)	Scheduling the Informal Review.....	82
6.2.3	Applicant Rights during the Informal Review.....	83
6.2.4	Due Process Requirements	84
6.2.5	Informal Review Decisions.....	84
6.2.6	Reversal of BHA's Determination of Ineligibility.....	84
6.2.7	Confirmation of the BHA's Determination of Ineligibility.....	85
	CHAPTER 7: FINDING AND LEASING APPROVABLE HOUSING.....	86
7.1	Searching for Housing.....	86
7.1.1	Assisting the Family in Responding to Suspected Discrimination.....	86
7.2	Voucher Term.....	86
7.2.1	Term Length	86
7.2.2	Expiration.....	86
7.2.3	Withdrawal.....	86
7.2.4	Voucher Suspension Policy	87
7.2.5	Extension of Search Time.....	87
7.3	Requests for Tenancy Approval	89

7.3.1	Intake of Requests.....	89
7.3.2	BHA Leasing Schedule	89
7.3.3	Providing Information to Prospective Owners.....	89
7.3.4	Disapproval of Owners.....	89
7.4	Preparing the HAP Contract and Lease	91
7.4.1	Determinations and Verification	91
7.4.2	Form of Lease.....	91
7.4.3	Signing the HCVP HAP Contracts.....	92
CHAPTER 8:	RENT.....	95
8.1	Commonly Used Rent Terms	95
8.2	Determination of Contract Rents	96
8.2.1	Mandatory Redetermination.....	96
8.2.2	Permitted Redetermination	96
8.3	Reasonable Rent	96
8.3.1	Point System.....	97
8.3.2	Assessment of Private Market Value Rents (Comparables).....	98
8.3.3	Owner certification of comparability	99
8.4	Maximum Initial Rent Burden.....	99
8.5	Rent Exceptions	99
8.6	Rent Increases.....	100
8.6.1	General Procedure and Policy	100
8.6.2	Participant Approval required after BHA Approval.....	100
8.6.3	The rent will not be increased unless:	101
8.6.4	Date of Rent Increase	101
8.7	Written Notice of Rent Share Change.....	101
8.7.1	Effective Dates of Rent Share Increases and Decreases.....	102
8.8	Tenant Share of Rent	102
8.8.1	BHA determination.....	102
8.8.2	Total Tenant Payment.....	103
8.8.4	Maximum Subsidy.....	104
8.8.5	Tenant payment to Owner.....	104
8.8.6	Limit of BHA responsibility.	104
8.8.7	Utility reimbursement	105
8.9	Error Correction	105
8.9.1	Mistake discovered after Lease signed.	105
8.9.2	Retroactive only when BHA is at fault.	105
CHAPTER 9:	INSPECTIONS (INITIAL, INTERIM, AND ANNUAL).....	107

9.1	Inspection Performance Requirements.....	107
9.1.1	Generally	107
9.1.2	Quality Control	108
9.2	Initial Inspections.....	108
9.2.1	Apartment cannot be inspected.....	108
9.2.2	Deny Request for Tenancy Approval	108
9.2.3	Length of Validity (Initial Inspection).....	108
9.2.4	Time Provided for Repairs	109
9.2.5	Inspection Notice Requirements	109
9.2.6	Initial Inspection Failure	109
9.3	Routine Inspections	109
9.3.1	Scheduling Inspections (Routine).....	109
9.3.2	Denial of Inspector's Access to Unit.....	110
9.3.3	Length of Validity	110
9.4	Interim Inspections	110
9.5	Inspection Failure (Routine and Interim).....	111
9.5.1	Time Parameters for Corrections of Inspections Violations	111
9.5.2	Stopping and Resuming Payments after Interim or Routine Inspection	111
9.5.3	Re-inspection (Follow-up inspection)	111
9.5.4	HAP Contract Termination Criteria.....	112
9.5.5	Notice of Subsidy Termination	113
9.5.6	HQS Violations	113
9.6	Lead Paint Policy	114
9.6.1	Part I – New and Relocating Tenants.....	114
9.6.2	Part II - Annual and Interim Recertification.....	116
CHAPTER 10: RENEWAL		119
10.1	Annual Recertification	119
10.1.1	Appointment for Recertification	119
10.1.2	Determining Family's Appropriate Unit Size and Subsidy.....	120
10.1.3	Additions to Family Composition.....	120
10.1.4	Removal of Members from Family Composition.....	121
10.1.5	Change the Head of Household / Co-Head of Household	122
CHAPTER 11: CONTINUED PARTICIPATION		124
11.1	Interim Recertification	124
11.1.1	Circumstances Requiring an Interim Recertification	124
11.2	Termination of HAP Contract	125
11.2.1	Grounds for Termination	125
11.2.2	Owner breach of obligations	125
11.3	Restriction on Relocating.....	126

11.3.4 Issuance of a Voucher	127
11.4 Change of Ownership	127
11.5 Eviction	128
11.6 Family Absence from a Unit	128
11.6.1 Absence of up to Thirty (30) Days.....	128
11.6.2 Absence Greater Than Thirty (30) Days.....	128
11.6.3 Absence may not Exceed 180 Days	128
11.7 Family Break-Up Policy	128
11.7.1 Court Determination.....	129
11.7.2 BHA Determination	129
11.7.3 Notice of Proposed Subsidy Allocation.....	130
11.7.4 Right to Appeal BHA's Proposed Subsidy Allocation.....	130
11.7.5 Procedure for Informal Hearings Regarding Family Break-Up	130
11.7.6 Assistance Pending the Exhaustion of Right of Review	130
11.7.7 Recertification of Family's Income and Change in Rent Share	131
11.7.8 Non-Household Members Who Advance a Claim on Behalf of Minor or Incapacitated Household Members	131
11.8 Residual Family Policy	131
11.8.1 Qualifications for Residual Family	131
11.8.2 Calculation of Rent Once Residual Applicant Approved.....	132
11.8.3 Limitations of Policy	132
11.8.4 Residual Family – Right of Appeal	132
11.9 Ineligible for Continued Assistance	133
11.9.1 Income Ineligible	133
11.9.2 Resumption of the Subsidy	133
11.9.3 Termination of subsidy.....	133
CHAPTER 12: PORTABILITY.....	135
12.1 Portability Requirements for Applicant Families	135
12.1.1 Applicant Families Residing Outside of Massachusetts	135
12.1.2 Applicant Families within BHA Jurisdiction.....	135
12.2 When an Assisted Family Moves Into the BHA Jurisdiction.....	136
12.2.1 BHA Procedure for Receiving Families	136
12.2.2 Absorb or Administer	136
12.2.3 Extensions and Suspensions of a Portable Voucher	137
12.2.4 On-going Responsibilities of the Receiving PHA.....	138
12.3 When an Assisted Family Moves out of the BHA Jurisdiction.....	138
12.3.1 Family Interest in Portability	138
12.3.2 Decision to Move Outside BHA Jurisdiction	138
12.3.3 Selecting the Receiving PHA	139
12.3.4 Limitations on Moving	139

12.4	Portability Terminations	139
12.5	Claims by Another PHA	139
12.6	Portability Billing Requirements	140
12.6.1	Summary of Portability Billing Deadlines.....	140
CHAPTER 13:	TERMINATION OF ASSISTANCE.....	142
13.1	Definitions.....	142
13.1.1	Drug Related Criminal Activity	142
13.1.2	Violent Criminal Activity	142
13.1.3	Termination Due to Domestic Violence	142
13.2	Mandatory Termination.....	142
13.2.1	Eviction for Lease Violations	142
13.2.2	Consent Forms	142
13.2.3	Evidence of Citizenship.....	142
13.2.4	Manufacture of Methamphetamine.....	143
13.3	Discretionary Termination.....	143
13.3.1	Consideration of Circumstances	143
13.3.2	Eviction from Federally Assisted Housing	144
13.3.3	Termination of Assistance.....	144
13.3.4	Debt to Housing Authority	144
13.3.5	Fraud	145
13.3.6	Drug Related Criminal Activity	146
13.3.7	Alcohol Abuse.....	147
13.3.8	Behavior towards BHA staff	147
13.3.9	Violation of Family Obligations	147
13.4	Termination of Assistance Due to Lack of Adequate Funding	147
13.4.1	Background	147
13.4.2	Excluded Families.....	147
13.4.3	Determining HAP Contracts to be Terminated	148
13.4.5	Resumption of Terminated Subsidies	148
13.5	Family Obligations	149
13.5.1	Tenants Informed of Family Obligations.....	149
13.5.2	HCVP Family Obligations.....	149
13.6	Procedure for Terminating Assistance	152
13.6.1	Consideration of Circumstances	152
13.6.2	Proposed Termination Notice.....	153
13.6.3	Failure to Respond to Termination Notice	153
13.6.4	Reinstatement after Failure to Request a Hearing	153
13.6.5	Private Conference	153
13.7	Informal Hearings for Participant Families	153
13.7.1	When an Informal Hearing must be offered to a Family.....	153

13.7.2	When an informal hearing is not required.....	154
13.7.3	Notice to the Family to Request an Informal Hearing	155
13.7.4	Expeditious Hearing Process	155
13.7.5	Hearing Procedures.....	155
CHAPTER 14: PROGRAMS ADMINISTERED BY THE LEASED HOUSING DIVISION AND SPECIAL HOUSING TYPES.....		160
14.1	Family Unification Program.....	1607
14.1.1	General Description	1607
14.1.2	Goals of the FUP	1607
14.1.3	DCF Role in the FUP	1607
14.1.4	Placement Definitions that Qualify Families for FUP.....	16057
14.1.5	Foster Youth To Independence (FYI).....	158
14.1.6	Voucher Issuance.....	158
14.1.7	Foster Youth To Independence (FYI)	159
14.2	Non-Elderly Disabled Housing Program (Mainstream Program)	163
14.3	Family Self-Sufficiency (FSS) Program.....	165
14.3.1	Introduction	165
14.3.2	Eligibility and Recruitment.....	165
14.3.3	Individual Training & Service Plan (IT&SP) and FSS Contract	165
14.3.4	Monitoring/Case Management	166
14.3.5	Escrow Account.....	166
14.3.6	Portability	167
14.3.7	FSS Contract Compliance.....	167
14.3.8	FSS Contract Completion	168
14.3.9	FSS Program Coordinating Committee	169
14.4	Designated Housing Vouchers	169
14.4.1	Families Eligible for Designated Housing	169
14.5	Skinner Program	170
14.6	Special Housing Types.....	170
14.6.1	Shared Housing	170
14.6.2	Cooperative Housing	172
14.6.3	Manufactured Home	172
14.6.4	Single Room Occupancy Housing.....	173
14.6.5	Group Homes	173
14.6.6	Congregate Housing	173
14.7	HUD-VASH Program.....	174
14.7.1	Background	174
14.7.2	Identification of HUD-VASH Vouchers	174
14.7.3	Family Eligibility and Selection	174
14.7.4	Civil Rights and Reasonable Accommodation.....	175
14.7.5	Income Eligibility	175

14.7.6 Initial Term of the Voucher	175
14.7.7 Initial Lease Term	175
14.7.8 Ineligible Housing	176
14.7.9 Portability of HUD-VASH Vouchers.....	176
14.7.10 Case Management Requirements	177
14.7.11 Transfer from HUD-VASH to Tenant-Based Assistance.....	178
14.7.12 Project Based-Assistance of HUD-VASH Vouchers.....	178
14.7.13 Section Eight Management Assessment Program	180
14.7.14 Reporting Requirements.....	181
Section 3203 of the American Rescue Plan Act (ARP) enacted March of 2021 appropriated funding for the EHVs. EHVs are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.	
14.8.2 Required partnerships with the CoC and other organizations ... for direct referrals and services.....	181
14.8.3 Family Eligibility and Selection	181
14.8.5 Income Eligibility	186
14.8.6 Initial Term of the Voucher.....	187
14.8.7 Initial Lease Term	188
14.8.8 Portability of EHV Vouchers.....	188
14.8.9 Housing Search Assistance Requirements	190
14.8.10 Payment Standard Amounts	191
CHAPTER 15: HOME OWNERSHIP OPTION	192
CHAPTER 16: PROJECT-BASED VOUCHER (PBV) PROGRAM.....	208
16.1 General.....	208
16.1.1 BHA Administration of the PBV Program	208
16.1.2 Description of the PBV Program	208
16.1.3 Goal of the PBV Program.....	209
16.1.4 Maximum Amount of PBV Assistance	209
16.2 Selection of PBV Owner Proposals	211
16.2.1 Owner Proposal Selection Procedures.....	211
16.2.2 Subsidy Layering Review (SLR) Prohibition of Excess Public Assistance	212
16.2.3 Cap on Number of PBV Units in each Project Pre-HOTMA 4/18/17	212
16.2.4 Cap on Number of PBV Units in each Project Post HOTMA 4/18/2017....	215
16.2.5 Site Selection Standards.....	219
16.2.6 BHA PBV Site Selection Policy	220
16.2.7 Environmental Review	221
16.2.8 BHA-owned Units	222
16.3 Dwelling Units	223
16.3.1 Housing accessibility for persons with Disabilities	223
16.3.2 Inspecting Units	223
16.3.3 Requirements for Rehabilitated and Newly Constructed Units	225
16.3.4 Purpose and content of the Agreement to enter into HAP Contract.....	226

16.3.5	Conduct of New Construction and Rehabilitation Work	227
16.3.6	Completion of Housing.....	228
16.4	Housing Assistance Payments Contract	229
16.4.1	Purpose of HAP Contract.....	229
16.4.2	HAP Contract information.	230
16.4.3	When HAP Contract is Executed	230
16.4.4	Term of HAP Contract.....	231
16.4.5	HAP Contract Amendments	232
16.4.6	Condition of Contract Units	234
16.4.7	Owner Responsibilities	235
16.4.8	Owner Certification	235
16.5	Occupancy.....	236
16.5.1	How Participants are Selected	236
16.5.2	BHA Information for Accepted Family	238
16.5.3	Leasing of Contract Units.....	239
16.5.4	Vacancies	239
16.5.5	Tenant Screening	240
16.5.6	Lease.....	240
16.5.7	Owner Termination of Tenancy and Eviction.....	242
16.5.8	Security deposit: amounts owed by tenant.....	243
16.5.9	Overcrowded, under-occupied, and accessible units	243
16.5.10	 Family right to move	245
16.5.11	 When occupancy may exceed 25-percent cap	245
16.6	Rent to Owner.....	246
16.6.1	Determining the Rent to Owner.....	246
16.6.2	Redetermination of Rent to Owner	248
16.6.3	Reasonable Rent	249
16.6.4	Other Subsidy: Effect on Rent to Owner	250
16.6.5	Rent to Owner: Effect of Rent Control and Other Rent Limits.....	251
16.6.6	Payment to Owner	251
16.6.7	Vacancy Payment.....	252
16.6.8	Tenant Rent; Payment to Owner.....	252
16.6.9	Other Fees and Charges.....	253
CHAPTER 17:	RENTAL ASSISTANCE DEMONSTRATION (RAD)	255
17.1	Site Selection.....	255
17.2	Eligibility The following applies to in place families, both RAD and non RAD PBVs, at a converting site:	255
17.3	HQS (Housing Quality Standards)	255
17.4	Initial Contract Rent and Rent Increases	255

17.5 Right to Return This applies to in place families, both RAD and non RAD PBVs, at a converting site:	255
17.6 Payments to the Owner during Rehabilitation/Construction	256
17.7 Tenant Share - The following applies to in place families, both RAD and non RAD PBVs, at a converting site:	256
17.8 Choice Mobility.....	256
CHAPTER 18: GENERAL ADMINISTRATIVE PROCEDURES	257
18.1 Fraud and Criminal Acts Against the BHA.....	257
17.1.1 Fraud Defined	257
18.1.2 Fraud by a Family	257
18.1.3 Owner Fraud and Program Abuse	257
18..2 Special BHA Analyses.....	258
18..2.1 Analysis of Utility Costs.....	258
18..2.2 Analysis of Rental Opportunities	258
18..2.3 Housing Assistance Payments Register Review	258
18.2.4 Revising the Payment Standard; Affordability Adjustments	259
18.4 Periodic Review of Administration	259
18.5 Administration of Vouchers in Accordance with HUD NOFA.....	260
CHAPTER 19: GLOSSARY	261

Appendix A: MODERATE REHABILITATION ADMINISTRATIVE PLAN

CHAPTER 1: INTRODUCTION AND POLICY

1.1 Introduction

It is the goal of the Boston Housing Authority (“BHA” or “the Authority”) to make rental subsidies accessible so interested and eligible families can afford safe, decent, and sanitary housing; to provide these housing services with integrity and mutual accountability; and create housing situations which will serve as catalysts for the transformation from dependence to economic self-sufficiency.

This Administrative Plan describes Admission, Participation, and Termination policies by which the BHA determine eligibility, selects prospective Participants, approves Apartments and Owners, determines rents, and terminates subsidies, in a fair and non-discriminatory manner.

This Administrative Plan applies to all programs funded by the Housing Choice Voucher Program (“HCVP”) Annual Contributions Contract, and including Family Self-Sufficiency (“FSS”), Homeownership, Mainstream, and the Project-Based Voucher (“PBV”) and Certificate programs, Designated Housing Vouchers, Enhanced Vouchers, and Relocation Vouchers. Appendix A of this Administrative Plan covers the Moderate Rehabilitation Program. The Moderate Rehabilitation Administrative Plan, Appendix A, frequently references Sections within the main document and commonly refers to this Administrative Plan as the “HCVP Administrative Plan”.

1.2 Statement of Nondiscrimination

1.2.1 Compliance with Federal and State Laws

It is the policy of the BHA to comply fully with existing federal and State laws¹ protecting the individual rights of Applicants, Participants, or staff, as well as any laws subsequently enacted.

1.2.2 Civil Rights and Fair Housing

The BHA does not discriminate because of race, color, sex, sexual orientation, religion, age, handicap, disability, national origin, ethnicity, familial status or marital status, in the leasing of Apartments in connection with the HCVP.²

¹ Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 C.F.R. part 1; Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendment Act of 1988); Executive Order 11063 on Equal Opportunity in Housing and the implementing regulations at 24 C.F.R. part 107; Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 C.F.R. part 8; the Age Discrimination Act of 1975 and the implementing regulations at 24 C.F.R. part 146; and the implementing regulations at 24 C.F.R. parts 100,108,110, and 121. Title II of the Americans with Disabilities Act and the implementing regulations at 28 C.F.R. part 35 and M.G.L. Chapter 151B.

² See M.G.L. Chapter. 151B, § 4 and 42 U.S.C. § 3601

The BHA shall not, because of race, color, sex, sexual orientation, religion, ethnicity, age, handicap, disability, national origin, familial status, or marital status:

- (a) Deny to any Family the opportunity to apply for housing, or deny to any qualified Applicant the opportunity to lease housing suitable to his/her needs;
- (b) Provide housing which is different from that provided to others except as required or permitted by law and in accordance with this Administrative Plan;
- (c) Subject any person to segregation or disparate treatment;
- (d) Restrict a person's access to any benefit enjoyed by others in connection with a program covered by this Administrative Plan;
- (e) Treat a person differently in determining eligibility or other requirements for Admission except in accordance with this plan;
- (f) Deny a person access to the same level of services available to other similarly situated individuals; or
- (g) Deny a person the opportunity to participate in the Resident Advisory Board ("RAB") or any similar successor group that is an integral part of programs covered by this Administrative Plan.

1.2.3 Fair Admissions

The BHA shall not automatically deny Admission to a particular group or category of otherwise eligible Applicants (e.g., Households that have a Head of Household or Co-Head of Household who is a Disabled Person).

Each Applicant in a particular group or category must be treated on an individual basis in the eligibility procedure set forth in this plan.

1.2.4 Reasonable Accommodation

The BHA shall change or modify its policies or procedures as a Reasonable Accommodation for a Disabled Person where it is necessary to provide that person with an equal opportunity to use and enjoy programs covered by this Administrative Plan and BHA facilities, policies, and procedures. The BHA will make Reasonable Accommodations in accordance with the BHA's Reasonable Accommodation in Rental Assistance Policies and Procedures ("RARAPP").

1.2.5 Domestic Violence

It is the policy of BHA to assist victims of Domestic Violence, Dating Violence, Stalking, or Sexual Assault who are otherwise eligible for the

HCVP, to access and retain safe and affordable housing. The BHA follows the provisions listed below and those in the BHA Violence Against Women Act ("VAWA") Policy when considering the denial or termination of assistance of a victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault. See also BHA VAWA Policy.

- (a) That an Applicant or Participant is or has been a victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault, is not an appropriate basis for denial of program assistance or for denial of admission, if the Applicant otherwise qualifies for assistance in accordance with this plan.
- (b) An incident or incidents of actual or threatened Domestic Violence, Dating Violence, Stalking, or Sexual Assault will not be construed as a serious or repeated violation of the Lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.
- (c) Criminal Activity directly relating to Domestic Violence, Dating Violence, Stalking, or Sexual Assault, engaged in by a member of a tenant's household or any guest or another person under the household member's control shall not be cause for termination of assistance, tenancy or occupancy rights if the tenant or an immediate member of the tenant's Family is the victim, or threatened victim of that Domestic Violence, Dating Violence, Stalking, or Sexual Assault.
 - (i) Notwithstanding clause (c), an Owner may bifurcate a Lease under this section, in order to evict, remove or terminate assistance to any individual who is a tenant or a lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating the assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.
 - (ii) Nothing in clause (c) may be construed to limit the authority of the BHA or the Owner, 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 Household members where there is a Family Break-up. See also Section 11.7; Family Break-up Policy.
 - (iii) Nothing in clause (c) limits any otherwise available authority of an Owner to evict or the BHA to terminate assistance to a tenant for any violation of a Lease not premised on the act or acts of violence in question against

the tenant or a member of the tenant's household, provided the Owner does not subject an individual who is or has been a victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault to a more demanding standard than other tenants in determining whether to evict or terminate.

- (iv) Nothing in clause (c) may be construed to limit the authority of an Owner or BHA to evict or terminate the assistance of any tenant or lawful occupant if the Owner or BHA can demonstrate an actual or imminent threat to other tenants or those employed at providing service to the property if that tenant is not evicted or the program assistance is terminated.

(d) *Verification of Status as a Victim of Domestic Violence.*

When a Family member seeks to avoid an adverse decision by the BHA on the grounds of being the victim of Domestic Violence, Dating Violence Stalking, or Sexual Assault, the BHA will require verification of the claimed incident or incidents. The BHA will request this verification in writing. Verification must be provided within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. 14 day period may be extended for good cause.

The following documentation will be accepted for purposes of such verification:

- (i) A HUD-approved form;
- (ii) Documentation signed and attested under penalty of perjury by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the Domestic Violence, Dating Violence Stalking, or Sexual Assault, or the effects of the abuse, described in such documentation; or
- (iii) A Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.
- (iv) Other forms of verification as deemed acceptable by the BHA.

1.3 Accessibility and Plain Language

1.3.1 Accessible Facilities and Programs

Except as otherwise provided, no Disabled Person shall be denied the benefits of, excluded from participation in, or otherwise subjected to discrimination because the BHA's facilities or programs are inaccessible to a person with a disability.³

1.3.2 Plain Language Paperwork

Documents intended for use by Applicants/Participants will be presented in accessible formats for those with vision or hearing impairments and they will be written simply and clearly to enable Applicants/Participants with learning or cognitive disabilities to understand as much as possible. Requests for accommodation with respect to BHA documents that may be required in an alternative format should be made to the Authority's Telecommunications Device for the Deaf ("TDD") phone number, Teletypewriter ("TTY") phone number, Office of Civil Rights, Occupancy Department, Leased Housing Division, or the Housing Service Center.

1.3.3 Forms of Communication other than Plain Language Paperwork

At the point of initial contact, BHA staff shall ask all Applicants/Participants whether they need some form of communication other than plain language paperwork. Some alternatives might include: sign language interpretation, having materials explained orally by staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative or advocate) accompany the Applicant/Participant to receive, interpret and explain housing materials. The BHA will pay for sign language interpreters for the hearing impaired. The BHA is not required to provide individually prescribed devices or readers for personal use or study.⁴

1.3.4 English Language Ability

If an Applicant/Participant can not understand or read English, BHA staff will read and explain documents that they would normally hand to the Applicant/Participant to be read or filled out. An Applicant/Participant who cannot read or understand English may need to be provided with an interpreter who can explain any policies or procedures. The BHA will take reasonable steps to assure meaningful access by persons with limited English ability. Such steps will include translation of common written materials into those languages frequently spoken by Applicants/Participants.

³ Id.

⁴ See 24 C.F.R. § 8.6(a)(1)

CHAPTER 2: ADVERTISING AND OUTREACH

2.1 Advertising and Outreach

2.1.1 Marketing Policy

It is the policy of the BHA to conduct advertising and outreach as needed to maintain an adequate application pool. As necessary, the BHA will inform present and potential Owners about the various programs through appropriate media channels. In its marketing efforts, it is the policy of the BHA to comply fully with existing Federal and State laws protecting the individual rights of Applicants, Participants, or staff as well as any laws subsequently enacted.⁵

The BHA will undertake marketing efforts whenever there is a need to do so in order to address: changes required as a result of legislative or regulatory requirements; fair housing needs; deconcentration; an insufficient pool of Applicants; or any other factor which may require marketing efforts to further HCVP and BHA goals. The BHA shall assess these factors at least annually as part of its Agency Plan in order to determine the need and scope of the marketing effort.

2.1.2 Marketing Purposes.

- (a) To encourage participation and educate Owners of suitable units, especially those located outside of areas of low income or Minority concentration.⁶
- (b) To inform real estate organizations and groups of interested property Owners about the HCVP Program and its many benefits.
- (c) To maintain an adequate pool of Applicants.

2.1.3 Marketing Requirements

The following requirements apply to BHA marketing efforts:

- (a) *Fair Housing.* Materials must comply with the Fair Housing Act requirements with respect to wording, logo, size of type, etc. All applicants will be provided information on how to file a fair housing complaint. This information will include the provision of the toll-free number for the Fair Housing Complaint Hotline (currently 1-800-669-9777 or TTY: 800-887-8339 for persons with hearing or speech impairments.)

⁵ See also section 1.2 of this Administrative Plan– “Statement of Nondiscrimination” and all subsections

⁶ See 24 C.F.R. § 982.54(d)(6)

- (b) *Accurate Descriptions.* Materials shall accurately describe each program, its application process, waiting list, estimated wait time, and Priority and Preference structure.
- (c) *Plain Language.* Marketing materials shall be in “plain language”. The BHA shall make an effort to use print media, videos and multi-media in a variety of languages.
- (d) *Eligibility.* Marketing materials will be clear to Applicants and Applicant families, including those with physical and/or mental disabilities.
- (e) *Reasonable Accommodations.* Marketing materials will include notice of the BHA responsibility to provide Reasonable Accommodations for Disabled Persons if required because of disability.

2.1.4 Affirmative Marketing

The BHA shall undertake appropriate affirmative fair marketing efforts whenever the Authority identifies a need to augment the number of Applicants on any of its waiting lists.

- (a) *Print Media.* As necessary, the BHA will utilize regional publications to conduct outreach to accomplish goals and to facilitate outreach to those groups identified under section 2.1.2. The publications that the BHA will use include, but are not limited to:

Newspaper	Street	Town	Zip
Allston-Brighton TAB	PO Box 9113	Needham	02492
Back Bay Courant	294 Washington St., Suite 429	Boston	02108
Banker and Tradesman	280 Summer Street	Boston	02210
Bay State Banner	68 Fargo Street, 8 th Fl	Boston	02210
Bay Windows	631 Tremont Street	Boston	02118
Beacon Hill Times	25 Myrtle Street	Boston	02114
Boston Business Journal	200 High Street	Boston	02110
Boston City Paper	492 E. Broadway	South Boston	02127
Boston Haitian Reporter	150 Mt. Vernon St., Suite 120	Dorchester	02125

Boston Irish Reporter	150 Mt. Vernon St., Suite 120	Dorchester	02125
Boston Seaport Journal/Travel N.E.	256 Marginal Street	East Boston	02128
Boston TAB	PO Box 9113	Needham	02492
Carriage News (Taxi News)	PO Box 326	South Boston	02127
Charlestown Patriot	1 Thompson Square	Charlestown	02129
Dorchester Argus Citizen	PO Box 6	South Boston	02127
Dorchester Community News	1454 Dorchester Ave.	Dorchester	02122
Dorchester Reporter	150 Mt. Vernon St., Suite 120	Dorchester	02125
East Boston Sun Journal Transcript	PO Box 9103	Revere	02151
East Boston Times	40 William Kelly Square	East Boston	02128
El Mundo	408 South Huntington Avenue	Boston	02130
El Universal	1736 Washington Street	Boston	02118
Fenway News	PO Box 230307 Astor Station	Boston	02123
Hyde Park Bulletin	11 Fairmont Avenue	Hyde Park	02136
Hyde Park Tribune/JP Citizen	1261 Hyde Park Ave	Hyde Park	02136
In Newsweekly	450 Harrison Ave	Boston	02116
Independent Newspapers	385 Broadway, Suite 105	Revere	02151
Jamaica Plain Gazette/MHGazette	PO Box 1139, 7 Harris Ave	Jamaica Plain	02130
Jewish Advocate	15 School Street	Boston	02108
La Semana	911 Massachusetts Ave.	Boston	02118
Metro Newspaper	354 Congress Street	Boston	02210

Parents Paper	670 Center Street	Jamaica Plain	02130
Parkway/W. Roxbury Transcript	PO Box 9113	Needham	02492
People's Voice	PO Box 940, 554 Washington	Dorchester	02124
Post Gazette (North End)	PO Box 130135, 5 Prince St	Boston	02113
Regional Review (North End)	PO Box 1187	Saugus	01906
Sampan	200 Tremont Street	Boston	02116
Sing Tao	130 Lincoln St	Boston	02111
South Boston Online	490 Broadway	South Boston	02127
South Boston Tribune	PO Box 6	South Boston	02127
South End News	631 Tremont Street	Boston	02118
Spare Change	1151 Massachusetts Avenue	Cambridge	02138
Wade Publications, LTD	PO Box 400811	N. Cambridge	02140
West Roxbury Bulletin	1842 Center Street	West Roxbury	02132
West Roxbury Transcript	PO Box 9113	Needham	02492
World Journal	75 Kneeland Street	Boston	02111

2.1.5 Encouraging Participation in Areas of Low Poverty Concentration

The Boston Fair Housing Commission administers the MetroList Program. MetroList is a rental listing service that provides Applicants/Participants with access to information about rental housing throughout the Metropolitan Boston area. Many Owners and managers throughout the Boston area are required to list new and recently vacated units with MetroList. In addition, private Owners and property management companies are encouraged to list available units with MetroList on a regular basis. MetroList places the listings in a computer database. Furthermore, counselors are available at MetroList to assist

Applicants/Participants in filling out applications and communicating with Owners and building managers.

The BHA encourages Owners to advertise with MetroList through the use of informational seminars and outreach workshops. These workshops also provide information on federal, State, and city programs that provide financial assistance for improvements and repairs. MetroList receives listings from a number of communities, many of which are in areas of low poverty concentration. The BHA also refers Participants to the MetroList.

The BHA has prepared maps that show various areas with housing opportunities outside areas of poverty or Minority concentration. The BHA has also assembled information about the characteristics of those areas that may include information about job opportunities, schools, transportation and other services in these areas. The BHA will use the maps and area characteristics information when briefing Voucher Holders about the full range of areas where they may look for housing.

CHAPTER 3: APPLICATIONS AND ADMISSION

3.1 Applications and Processing

3.1.1 Application Forms

Current application forms are available on the BHA's web-site at, www.bostonhousing.org and at the BHA's central office, located at 52 and 56 Chauncy Street, Boston, MA 02111.

The BHA may accept completed applications only for those waiting lists which are open. The BHA may accept applications through an online system. Current information about applying to BHA's housing programs will be posted and updated on BHA's web site, www.bostonhousing.org.

3.1.2 Processing and Maintenance

It is the BHA's policy to accept, process, and maintain applications in accordance with applicable BHA policy and federal regulations. The BHA will notify the Applicant upon receipt of an application whether the BHA is ordering its Waiting list by random or by a chronological a selection approach. See section 3.2.4. Upon submission of an application, an Applicant shall be given a date and time stamped receipt of submission and be informed of the responsibility to notify the BHA of any change of address or Family Composition and to respond to application update requests sent to them. Failure to update the BHA may result in removal of the application from the waiting list. See section 3.2.5

3.1.3 Assignment of Application Client Control Number

Each Application will be assigned a client control number when completed and received by the BHA.

3.2 Waiting List Administration

3.2.1 Generally

The BHA must select Participants from a BHA waiting list, unless they are Special Admissions. See section 3.4 regarding Special Admissions. The BHA will maintain a single waiting list for its HCVP tenant-based assistance program. The BHA will also maintain separate, site-based, waiting lists for each development in its Project-Based Voucher program. An Applicant who meets the preliminary qualifications may add their name to any or all waiting lists. Each waiting list must contain the following information about each Applicant:

- (a) Applicant name;

- (b) Family Composition (to determine the number of bedrooms the Family qualifies for under the BHA Subsidy Standards described in section 5.4.3);
- (c) Whether the Family has any Elderly or Disabled members;
- (d) Date and time of application;
- (e) Racial and ethnic designation of each Family member;
- (f) Client Control Number (see section 3.1.3); and
- (g) Any approved Preference or Priority (see section 3.3).

3.2.2 Opening and Closing the Waiting List

- (a) ***Opening the Waiting List.*** The BHA will give at least two weeks advance public notice that a Family may apply for housing assistance before opening any waiting list. The notice must state where and when a Family should apply. The notice shall also state any limitations on the criteria for the type of Family that may apply. The notice shall be posted on BHA's website, circulated in a local newspaper of general circulation, by minority media, and any other means that the BHA finds suitable. The notice shall also state the time limitation of the application period. Once a waiting list is open, the BHA must accept applications from a Family for whom the waiting list is open. Any opening of the waiting list will be publicized in accordance with the Marketing and Outreach requirements described in Chapter 2 of this Administrative Plan.

If the waiting list is open for special programs, it will only be open for the purpose of accepting applications for the special programs.

- (b) ***Closing a Waiting List.*** The BHA may close a waiting list anytime that the BHA determines that the Applicant pool is large enough to fill the estimated amount of available Vouchers for the next twelve (12) months. The BHA may close an entire waiting list or close only a portion, keeping part of the waiting list open to a certain Priority, or for any special programs.

During the period when the waiting list is closed, the BHA will not maintain a list of individuals who wish to be notified when the waiting list is reopened.

3.2.3 Updating the Waiting List

The BHA will update its waiting list periodically. The BHA will perform waiting list updates by removing, in accordance with section 3.2.5, the name of any Applicant:

- (a) Who is no longer interested; OR

- (b) No longer qualifies for housing; OR
- (c) Fails to respond to a letter or an email where the applicant has opted in to receiving electronic communications from the BHA.

3.2.4 Selection Methods

Regardless of the selection method that the BHA uses, each application will be assigned an application client control number as described in section 3.1.3.

- (a) ***Lottery or Random Selection Approach.*** The BHA may order its waiting list based on a random selection method. Once the application period is over and all applications are submitted, the BHA will randomly order the applications on its waiting list.
 - (1) ***Limitation on number of applications submitted.*** If the BHA believes it will receive far more Applicants than it will be able to assist within a reasonable period, then the BHA will make selection rules in advance to limit the number of applications placed on the waiting list. When the application deadline passes, the BHA will randomly select the previously determined number of applications from a pool of all applications submitted. The BHA will then randomly order the selected applications on the waiting list.
- (b) ***Chronological Selection Approach.*** The BHA may order a waiting list based on the date and time the application is received. The BHA will assign a chronological application client control number and date and time stamp the application when the Applicant completes the application at a BHA application-taking location.

3.2.5 Withdrawal of an Application from Waiting Lists

An Applicant may appeal the BHA's decision to withdraw their application from a waiting list by requesting an informal review. A request for an appeal must be made **in writing** and must be received by the BHA within twenty (20) calendar days of the date of the notice removing the Applicant from the waiting list. The BHA will hold the files of Applicants removed from any waiting list for three (3) years.

An Applicant will be withdrawn from the waiting lists of all programs they have selected in accordance with the following policy:

- (a) ***Reasons for Withdrawal.*** The circumstances that result in the withdrawal of an Applicant's name from any or all waiting lists include:
 - (1) **Voluntary Withdrawal**

The Applicant requests **in writing** that his/her name be removed, **OR**

(2) Failure to Respond

The Applicant is non-responsive to a BHA request to determine continued interest or to schedule an interview. BHA shall communicate with the applicant using the most updated electronic email or physical mailing address information provided by the Applicant. , **OR**

(3) Failure to Maintain a Scheduled Appointment

The Applicant fails to keep an appointment and fails to notify the BHA, within ten (10) days after the date of the appointment, of his/her inability to keep an appointment, **OR**

(4) Failure to Supply Information

The Applicant fails to supply documentation to the BHA in accordance with section 5.3.2(d), **OR**

(5) Denial of Assistance

The Applicant is denied assistance (see Chapter 6: Denial of Voucher and Applicant Appeals), **OR**

Note: If an Applicant is otherwise eligible for the tenant-based HCVP but is denied assistance for a specific project-based program because the Applicant does not meet the specific requirements for a supportive services program, the Applicant will retain their position on the tenant-based HCVP waiting list or other project based waiting lists.

(6) Refusal to Accept Housing

The Applicant refuses to accept an offer of housing from a site of choice. The refusal of an offer will result in withdrawal from the project's waiting list connected to the family's rejection of the offer without good cause or the owner's rejection of the family. The family's position on any other project-specific PBV waiting list is not affected.

Note: Refusing an offer of housing from a PBV site of choice will have no effect on the Applicant's position on

either the BHA's tenant based HCVP waiting list or the BHA's Public Housing waiting list(s).

(7) Withdrawal Upon Becoming Housed

When an Applicant receives housing administered by the BHA, the BHA will withdraw the Applicant from all BHA waiting lists for which the Applicant no longer qualifies for,

OR

(8) Ineligible for Priority

The Applicant has no eligibility for any Priority category for which the waiting list is open.

- (b) **Consideration of Circumstances Leading to Withdrawal** The BHA will consider a Mitigating Circumstance in determining whether the Application should be withdrawn as described above in section 3.2.5(a). Such mitigating circumstances could include a health problem, a lack of transportation, or Domestic Violence, Dating Violence, Stalking, or Sexual Assault that affected the Applicant's ability to comply with the BHA's requirements or prevented the BHA from contacting the Applicant. The Authority will also consider a Reasonable Accommodation that may be necessary for an Applicant who is a Disabled Person to keep an appointment or provide information. Consideration of a Mitigating Circumstance does not relieve the Applicant of the responsibility to provide required information or notify the BHA in writing.
- (c) **Notice of Withdrawal or Ineligibility.** The BHA will send a written notice to an Applicant who is removed from a waiting list. The notice will:
- (1) Inform the Applicant of the reasons for being withdrawn from the waiting list or being determined Ineligible;
 - (2) Advise the Applicant of the right to dispute the BHA determination of ineligibility or withdrawal by requesting an informal review within twenty (20) calendar days of the date of the notice. A request for an informal review must be in writing and must state the reason(s) for the request;
 - (3) Advise the Applicant that if s/he has a Disability, or is a victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault, not previously disclosed, that the disclosure of such condition or situation would initiate the consideration of Mitigating Circumstances and/or Reasonable Accommodation;

- (4) Advise the Applicant of the right to contest criminal record information in accordance with federal law if that is a basis for determination of ineligibility;
- (5) Provide a description of BHA's informal review process and advise the Applicant that s/he has a right to be represented by an attorney or other individual at the informal review, to review the contents of their file in advance of the hearing, to submit additional documentation and evidence at the hearing, and to request a Reasonable Accommodation.

3.2.6 Conversion of Project-Based to Tenant-Based Voucher

Upon completion of one year in the Project Based Voucher ("PBV") program, a Participant in good standing may choose to select a tenant-based Voucher. If a Voucher is not immediately available, an eligible PBV Participant will be placed on a waiting list by date and time of tenant-based Voucher request. As soon as a tenant-based Voucher becomes available, the BHA will grant the tenant-based Voucher to the eligible PBV Participants who has requested a tenant-based Voucher by date and time of request. An eligible Participant who has completed one year in the PBV program shall be granted a tenant-based Voucher before any Applicant on a waiting list is granted a Voucher.

3.2.7 Applicant Family Break-up

A Family Break-Up occurs when a Head, Co-head of household, or other adult family member will no longer reside together and there is a dispute as to who will retain the Application. A Family Break-Up situation may occur in instances including but not limited to: divorce, separation, or protective order. When a Family Break-Up occurs, the Application does not necessarily remain with the Head of Household.

When the BHA receives notice that a Family has broken up or will imminently break-up, the BHA will make the determination of which adult Family member shall retain the Application using the criteria and the procedure provided below. If the application is split between one or more adult Family members, each new Family must qualify for Priority and Preference as required to remain on the waiting list and may not rely on the Priority and Preference of the previously unified Family.

(a) Court Determination.

- (1) If a court has determined the disposition of the Family's Application subsidy in a divorce or separation under a court order or court approved settlement (provided that no provision is against State or Federal Housing regulations), the BHA is bound by the court's determination as to which Household Member(s) will continue with the Application. Such a determination cannot be

appealed through the BHA review process, as it is the court's determination, and not the BHA's determination that governs.

(2) If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking as provided in 24 C.F.R. part 5, subpart L, the PHA must ensure that the victim retains assistance.

(b) BHA Determination

When there is no court determination, the BHA shall determine:

- (1) Which adult Household Member will continue with the Application; OR
- (2) If multiple adult Family members are to be granted separate Applications where all adult Family members meet Priority and Preference requirements to remain on the waiting list.

In making this determination, the BHA shall consider the interests of all Household Members. The BHA will use its discretion to decide which adult Household Member(s) will keep the Application by taking into account the following factors:

- (i) The interests of any minor children, physical custody;
- (ii) The interests of any ill, Elderly or Disabled Persons who are family members;
- (iii) Whether family members *fled* because of actual or threatened violence by a head or/and co-head (The BHA will take this factor into consideration regardless of whether the individuals who have fled and were recorded household members on the Application are the victims or the perpetrators);
- (iv) The amount of time since the Household Member(s) was/were added to the Family Composition. The BHA will consider this factor, on a case by case basis, the circumstances surrounding a Household Member's being added or not having been added to the Household.
- (v) Any temporary or permanent restraining or protective orders.

(c) Notice of Proposed Disposition of Application

When the BHA receives notice that a Family has broken up or will imminently break-up, the BHA will make an initial determination under section (b) regarding which Household Member shall retain

the Application or if multiple Family members will have right to retain separate Applications. A notice shall be sent to any and all addresses identified by such adults, and not solely to the last address for the Head of Household. The notice shall describe what factors BHA utilized in arriving at its decision. The notice shall also state that all adult Family Members have twenty (20) days to request a review of the decision.

(d) Right to Informal Review of BHA's Initial Determination

If the Head or Co-head (or another adult as described in section (f)) disagrees with the BHA's determination regarding which person(s) shall retain the Application, that person may request an informal review of the determination. The request for an informal review must be made in writing and submitted to the BHA Occupancy Department, 52 Chauncy Street, 3rd floor, Boston, MA 02111, within twenty (20) days of the date of the BHA's notice.

(e) Procedure for Informal Review

If the Head, Co-Head, or another adult as described in section (f) requests an informal review disputing the BHA's Family Break-Up determination, the BHA Occupancy Department shall conduct a review. The Head and co-Head (and other adults as may be required by section (f)) shall be given notice of the review date. The review will be conducted by a person who did not make, or is not the subordinate of the person who made the initial determination. The person requesting the review shall have the right to examine the documents relevant to the BHA's determination. The BHA will redact any information, including addresses where applicable, which could compromise the safety of any person. The BHA may alter its usual review procedure and rules, consistent with applicable law, to assure the safety of all individuals who may be participating in the proceeding.

The person conducting the review shall issue a written decision within thirty (30) days from the review date. The decision shall be sent to all adult Household Members (and other adults as may be required by section (f)).

(f) Procedure Where there is a Family Break-Up and Adults Who Are Not Currently Household Members Advance a Claim on Behalf of Minor or Incapacitated Household Members

Where:

- (1) There has been a Family Break-Up with one or more remaining Minor Household Members and no remaining Co-Head. The result of the Break-up was due to reasons included but not limited to death, incarceration, or incapacitation of the Head; **AND** one or more adults who

are not currently Household Members advance a claim that they wish to become the Head of Household on behalf of one or more remaining Minor or incapacitated Household Members; **AND** there is a dispute about who should become the Head of Household, the BHA shall determine which such claimant shall take over the Application using the criteria under section (b) above.

- (2) In the event the remaining Household Member(s) is an incapacitated Adult who is unable to fulfill the Family obligations, the proposed Applicant must be an adult who has been appointed either a temporary or permanent guardianship, and is willing to assume the obligations and responsibilities as Head of Household.
- (3) Any adult granted the Application is subject to fulfill all preliminary and final eligibility requirements governed by this Administrative Plan or its successor.

(g) Any adult granted the Application is subject to fulfill all preliminary and final eligibility requirements governed by this Administrative Plan or its successor.

3.3 Priority and Preference Admissions

The following system of Priorities and/or Preferences will be used for new admissions.

Process Overview:

A third party must verify all requests for Priority Status. Information shall be submitted on certificates of Priority Status and/or another form of written verification from a reliable third party as determined by the BHA. All requests for Priority status will be reviewed prior to the determination of Eligibility.

During the review of documents submitted for Priority status, it may be necessary to obtain additional documentation in order to complete the review. In this case, the BHA will send (or give) the Applicant a notice detailing the information still needed to complete the review for Priority status and the submission deadline.

Applicants who do not qualify for Priority status based on a review of the documents submitted are sent (or given) a notice detailing the specific reason(s) for the denial of Priority. This notice informs Applicants of their right to appeal the denial of Priority status through the informal hearing process conducted by the BHA Department of Grievances and Appeals.

Applicants will be sorted on each waiting list in accordance with any approved Priority and/or Preference(s). The ranking categories utilized by the BHA are outlined below.

3.3.1 Definition of Priority

Priority is a housing-related situation that affects an Applicant's present residential status. The BHA gives points to an Applicant with a Priority that ranks an Applicant higher on each waiting list than an Applicant without Priority. An Applicant can qualify for only one Priority at any given time. Certain Priorities are given more points than others are. An Applicant will always be assigned to the highest Priority for which they qualify.

3.3.2 Definition of Preference

The BHA gives preference to an Applicant on the waiting list if they qualify for one of the Preference categories listed below. See section 3.3.6. Preference points are cumulative and are added to the Applicant's Priority points (if any) to determine an Applicant's position on each BHA waiting list. An Applicant may qualify for more than one Preference at a time.

3.3.3 Verification of Priority or Preference Status

The BHA will provide to each potential Applicant a description of all Priorities and Preferences that may be available. BHA will verify the Priority at initial application and when the applicant is called in for final eligibility.

3.3.4 Granting of Priorities and/or Preferences

It is BHA policy that a Priority and/or Preference, as well as date and time of the application, establish placement position on a waiting list. The BHA will grant Priority and/or Preference to Applicants who are Eligible, Qualified, and meet the definitions of the Priorities and/or Preferences (see section 3.3.5) at the time they are certified for Admission.⁷

Applicants can apply for Priority status at anytime the waiting list is open.

3.3.5 Priority Categories

- a) **Special Purpose Vouchers:** The BHA will admit an Applicant who qualifies for a particular category of Special Purpose Vouchers to the Section 8 program before all other Applicants on the waiting list if the BHA is not currently assisting the required number of special purpose vouchers families.

⁷ If the Applicant is denied priority status and requests an informal review, the hearing officer at the review will determine the priority status at the time of certification and not at the time of the hearing. The BHA will take into consideration the individual circumstances of each Applicant.

(b) Super Priority. The BHA will admit an Applicant/Participant in good standing to the Section 8 program before all other Applicants/Participants on the waiting list if:

- (1) The Applicant resides in BHA public housing⁸, AND;
 - (i) The Applicant Family is or will be temporarily displaced due to BHA rehabilitation and modernization programs (an applicant family shall be deemed temporarily displaced from the time the family vacates the public housing unit until an offer is made to return); or
 - (ii) The Applicant or a member of the Applicant Household is in imminent danger of life threatening injuries due to providing testimony or information regarding criminal activity to a local law enforcement agency and cannot be expeditiously remedied in any other way by the public housing program; or
 - (iii) The Applicant or a member of the Applicant Household is a victim of physical harassment, extreme or repeated vandalism to personal property and/or extreme and/or repeated verbal harassment, intimidation or coercion which places them in imminent danger and that cannot be expeditiously remedied in any other way by the public housing program; or
 - (iv) The Applicant or a member of the Applicant Household has been or is currently a victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault, and has a reasonable belief of risk of imminent harm if he or she remains in the current Unit and no other BHA public housing sites are an appropriate alternative, or
 - (v) The BHA cannot approve the Applicant's request for Reasonable Accommodation at any of the BHA's public housing sites and the Applicant's Request for Reasonable Accommodation could be resolved by being assisted under the HCVP.

⁸ If the Leased Housing Department has verified that the applicant was offered and accepted housing in the public housing portfolio that resolves the need for which Super Priority was granted, the Super Priority status approval will be withdrawn. The applicant will be removed from all Section 8 waiting lists for which he/she has Super Priority status only. The applicant will retain any other priority status for which he/she may have applied.

- (vi) Has met all qualifications for the Section 8 homeownership program as set forth in Chapter 15 of this Plan.
- (2) The Applicant is a Participant in the BHA's Section 8 Moderate Rehabilitation Program, or the Project Based Voucher Program⁹AND;
 - (i) The Applicant or a member of the Applicant Household is in imminent danger of life threatening injuries due to providing testimony or information regarding criminal activity to a local law enforcement agency, OR
 - (ii) The Applicant or a member of the Applicant Household is a victim of physical harassment, extreme or repeated vandalism to personal property and/or extreme and/or repeated verbal harassment, intimidation or coercion which places them in imminent danger, OR
 - (iii) The Applicant or a member of the Applicant Household has been or is currently a victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault, and has a reasonable belief of risk of imminent harm if he or she remains in the current Unit, OR
 - (iv) The Owner and/or the BHA cannot accommodate the Applicant or member of the Applicant Household's Reasonable Accommodation request at any of the BHA's Section 8 Moderate Rehabilitation or Project Based Voucher sites because the request would be unreasonable, an undue financial burden for the Owner, or a fundamental alteration of the program, and the Applicant's Request for Reasonable Accommodation could be resolved by being assisted under the HCVP.
 - (v) A Moderate Rehabilitation Program participant who demonstrates they have met all qualifications for the Section 8 homeownership program as set forth in Chapter 15 of this Plan.

⁹ If the Leased Housing Department withdraws Super Priority status approval the applicant will be removed from all Section 8 waiting lists for which he/she has Super Priority status only. The applicant will retain any other priority status for which he/she may have applied.

(3) Verification Requirements:

Applicants will be asked to provide reliable documentation to show that their Family qualifies for Super-Priority as outlined in section 3.3.5(a)(1) and (2). Such verification may include the following items:

- (i) A letter(s) from a Qualified Healthcare Provider describing an Applicant's physical or mental condition and specifying housing conditions required because of the condition;
- (ii) For Reasonable Accommodation requests, reliable documentation from a Qualified Healthcare Provider or professional non-medical service agency, whose function it is to provide services to the disabled. Documentation should verify that the Applicant or a member of his/her Household is disabled under the applicable definitions in Federal and State law and describe the limitations attributable to the disability. Documentation must also describe how the accommodation being requested will overcome or alleviate those limitations;
- (iii) Police reports;
- (iv) Civil Rights incident reports;
- (v) Copies of restraining orders;
- (vi) Any other documentation that provides the BHA with evidence of Super Priority criteria.

(4) The Applicant is a Participant in the City of Boston Voucher Program as administered by the Boston Housing Authority and in accordance with the Administrative Plan for that Program is losing subsidy due to lack of sufficient funding for that program or the voucher was issued for a limited timeframe.

(5) A Special Program applicant/participant who received a special program voucher but where special program rental assistance was not available, including but not limited to EHVs, VASH, or stability vouchers. They must demonstrate they have met all qualification for the Section 8 program as set forth in Chapter 15 of this Plan.

- (6) A participant or former participant of the Foster Youth Initiative (FYI) who has successfully completed the Family Self-Sufficiency (FSS) program, and whose FYI term has expired may apply for Super Priority prior to the expiration of the FYI term.

(c) Mitigation Vouchers – The BHA will provide three hundred (300) Mitigation Vouchers to be issued over the next five years to priority one, non-elderly disabled applicants in accordance with the Boston Housing Authority Designated Housing Plan who would have otherwise been called in for screening for a public housing unit. These applicants will be given the opportunity to apply for a Section 8 Housing Choice Mitigation Voucher at the time that they would have otherwise been called into screening for a public housing unit. If a Housing Choice Mitigation Voucher is not immediately available these individuals will be placed on waiting list and will be drawn in accordance with the Administrative Plan based on their Mitigation Voucher application.

(d) Supported Housing Programs

At its discretion, and if required with HUD and/or DHCD approval, the BHA may enter into an agreement with social service or other agencies to provide set asides of tenant based or project based vouchers coupled with supportive services to Applicants and residents, including targeted populations, who need special help in order to establish and maintain tenancies, provided that evidence exists that the agencies are reliable organizations with experience at providing related services and are fiscally sound.

Assistance required under such agreements shall include, but is not necessarily limited to, the following services:

- (i) Assistance in evaluating applicants for program participation;
- (ii) Checking to see if the residents are paying their rents and other charges and are properly maintaining their units;
- (iii) Helping residents to maintain their households, including managing their money;
- (iv) Providing specialized supportive services and crisis intervention in order to obtain necessary treatment to avoid eviction action.

All Applicants and residents who participate in these programs must meet the Threshold Requirements for the program for which they are applying.

All Applicants and residents who participate in these programs must meet the Applicant Screening Criteria as specified in this policy and/or any Memorandum of Agreement between the BHA and the service organization.

(e) Priority 1

(a) Verification of Priority 1 Timeline

The BHA grants Priority 1 status based on circumstances verified at two points:

- (i) at the time of application with verification as determined by BHA, AND
- (ii) immediately prior to the final eligibility interview for all relevant BHA programs by satisfying the verification requirements in the relevant section below.

(b) Changes of Priority 1 Status

Additionally, a change from one Priority 1 category to another Priority 1 category in between application and the final eligibility interview shall not disqualify an applicant from their original application date and time.

Priority 1 status shall not be re-verified after a determination of eligibility is made during final eligibility screening. The BHA will verify non-receipt of subsidized housing as described in 3.3.5 (A) (3) below prior to leasing.

(c) Determinations of Priority 1 Applicants on Multiple Waitlists

- (i) Approval or Denial for Priority 1 on any BHA waiting list suffices as an approval or denial for Priority 1 on all applicable BHA waiting lists.

Applicants who qualify as Priority 1, will either be Displaced or Homeless

The **Displaced** categories are:

1. Government Action
2. Disaster
3. Domestic Violence
4. Victim of a Hate Crime
5. Fear of Reprisal / Witness Protection
6. Court Ordered No-Fault Eviction
7. Rent Burdened
8. Inaccessibility to the Dwelling Unit
9. Graduates of Supportive Housing Programs

A. Displaced Categories

In order to qualify as **Displaced** in one of the categories detailed below, the Applicant must meet the following threshold verification requirements:

- (1) **Displaced or Imminent Danger of Displacement:** the Applicant must have been Displaced from their residence or is in imminent danger of being Displaced due to one of the categories set forth below, AND
- (2) **Proof of Address:** the Applicant must verify proof of residence at the address of displacement by providing a lease, utility bill(s), official mail from a government agency, or a written certification from the owner of the property or other government official, AND
- (3) **No Receipt of other Subsidized Housing:** The Applicant must not be in receipt of adequate subsidized or other low-income housing from the BHA or another government agency. An applicant will continue to be considered displaced if they reside in subsidized housing that is not permanent or is not accessible as defined in Priority Category 8 below.

1. Displaced due to Government Action

A Household is required to permanently move from their residence by a Federal, State or local governmental action such as code enforcement, public improvements or a development program.

Verification Requirements:

- (1) third-party, written verification from the appropriate unit or agency of government certifying that the applicant has been displaced or will be displaced in the next ninety days, as a result of action by that agency; AND
- (2) the precise reason(s) for such displacement.

2. Displacement Due to a Disaster

Applicant was Displaced due to a disaster such as flood or fire, that results in the uninhabitability of an Applicant's apartment or dwelling unit not due to the fault of the Applicant and/or Household member or beyond the Applicant's control;

Verification requirements:

- (1) A copy of the incident report from the local Fire Department or other appropriate agency who deals with disasters, OR
- (2) Written verification from the appropriate unit or agency of government certifying that the applicant has been displaced or will be imminently be displaced, as a result of action by that agency, AND
- (3) Verification the appropriate agency that the dwelling unit is now uninhabitable AND

- (4) If applicable, the cause of the disaster. If you or a household member or guest was the cause of the disaster, approval for priority status will be denied unless mitigating circumstances are established to the satisfaction of the reviewing department.

3. Displacement Due to Domestic Violence/Dating Violence / Stalking/ Sexual Assault

Displacement or threat of imminent displacement from an address due to continuing actual or threatened physical violence (including sexual abuse) directed against one or more of the Applicant Family members.

Verification requirements:

- (1) Submission of a fully completed "Certificate of Involuntary Displacement Due to Domestic Violence/Dating Violence/ Stalking/ Sexual Assault" HUD Form 5382,
OR
- (2) A document:
- a. Signed by an employee, agent, or volunteer of a victim service provider, an attorney or medical professional or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse:
 - b. Signed by the applicant or tenant;
 - c. That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault or stalking is the grounds for protection and remedies under the VAWA Final Rule, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault or stalking under 24 C.F.R. 5.2003; OR
- (3) A record of a Federal, State, tribal, territorial, or local law enforcement agency (may include a police report), court, or administrative agency; OR
- (4) At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.
- (5) Verification *will not* be considered valid unless it:
- a. Supplies the name of the threatening or abusive Household Member or other legal occupant of the dwelling Unit if known and is safe to do so,
AND

- b. Describes how the situation came to certifier or verifier's attention, AND
- c. Indicates that the Applicant was displaced because of the threats and/or violence.

4. Displaced Due to Being a Victim of a Hate Crime

The Applicant or a member of the Household has been a victim of one or more hate crimes AND the Applicant Family has vacated a dwelling Unit because of this crime OR the fear associated with the crime has destroyed the peaceful enjoyment of the dwelling Unit.

"Hate crime", is defined as any criminal act coupled with overt actions motivated by bigotry and bias including, but not limited to, a threatened, attempted or completed overt act motivated at least in part by racial, religious, ethnic, handicap, gender or sexual orientation, prejudice, or which otherwise deprives another person of his/her constitutional rights by threats, intimidation or coercion, or which seeks to interfere with or disrupt a person's exercise of constitutional rights through harassment or intimidation.

Verification must include:

- (1) Submission the appropriate BHA form, OR
- (2) Documentation from a law enforcement agency that the Applicant or a Household Member was a victim of such crime(s)

5. Displaced Due Avoidance of Reprisal or Witness Protection:

Relocation is required because an Applicant provided information or testimony on criminal activities to a law enforcement agency; and based upon a threat assessment, a law enforcement agency recommends the relocation of the Applicant to avoid or minimize risk of violence against Applicant as reprisal for providing such information.

Verification requirements:

- (1) Submission of the appropriate BHA form or documentation from a law enforcement agency that the Applicant and/or a household member provided information on criminal activity; AND
- (2) Documentation that, following a threat assessment conducted by the law enforcement agency, the agency recommends the relocation/re-housing of the household to avoid or minimize the threat of violence or reprisal to or against the household member(s) for providing such information.

This includes situations in which the Applicant and/or Family member(s) are themselves the victims of such crimes and have provided information or testimony to a law enforcement agency.

6. Displaced Due to Court-Ordered No-Fault Eviction:

Eviction occurred pursuant to an Order for Judgment (or Agreement for Judgment) issued by a court because of:

- (1) Landlord action beyond the applicant's ability to control or prevent, such as failure to accept an offer of a new lease; owner's desire to use the unit for personal use, or a non-residential purpose; a business or economic reason such as sale or renovation of the property or a desire to lease at a higher rent , AND
- (2) the action occurred despite the applicant's having met all lawfully imposed lease conditions, AND
- (3) Displacement was not the result of failure to comply with HUD and State policies in its housing programs with respect to occupancy of under-occupied and overcrowded units or failure to accept a transfer to another unit in accordance with a court order or policies or procedures under a HUD-approved desegregation plan.

Verification Requirements:

- (1) a copy of the Judgment of the Court (Agreement for Judgment, Order for Judgment and Findings of Fact, or Default Judgment); AND
- (2) if necessary, additional information to verify no fault if the judgement is not clean, such as a Summons and Complaint and/or Notice to Quit.
- (3) if applicable, a copy of the execution issued by the court.

The information contained in the above-referenced documents must clearly establish to the satisfaction of the BHA that:

- (1) the action taken by the landlord or property manager was beyond the Applicant's ability to control or prevent; AND
- (2) the action by the landlord or property manager occurred despite the Applicant Household having met all previously imposed conditions of occupancy; AND
- (3) displacement was not the result of failure to comply with HUD and State policies in its housing programs with respect to occupancy of under-occupied and over-crowded Apartments or failure to accept a Transfer to another Apartment in accordance with a court order or policies or procedures under a HUD-approved desegregation plan.

7. Displaced Due to Being Cost Burdened in Boston

The Applicant can demonstrate paying more than fifty (50) percent of their total household monthly gross income towards housing and utilities in a Boston residence (excluding internet and telephone).

Verification requirements:

- (1) A Lease providing the rent amount and showing Applicant is or was a tenant and confirming the rent, OR
- (2) Rent Receipts or Bank Statements providing the rent amount paid over time, OR
- (3) A mortgage statement providing the monthly payment amount and showing the Applicant is or was the owner of the property, AND
- (4) Verification of the gross income, including all earned income and benefits, for the Applicant and all household members, AND
- (5) Utility bills paid for by the Applicant or Applicant household members, AND
- (6) Copies of any foreclosure notices, if applicable, AND
- (7) Other applicable documentation to demonstrate that the non-payment eviction or foreclosure was due to unforeseen circumstances beyond the Applicant's ability to control or prevent the non-payment eviction or foreclosure

8. Inaccessibility of a critical element of their current dwelling unit:

A Household Member has a mobility or other impairment that makes the person unable to use a critical element of the current Apartment or development AND the neither the Owner nor administering agency is legally obligated under the law pertaining to Reasonable Accommodation to make changes to the Apartment or dwelling Unit that would make these critical elements accessible to the Family member with the disability.

Verification Requirements:

- (1) The name of the Family member who is unable to use the critical element;
- (2) A written statement from a Qualified Healthcare Provider verifying that a Family member has a Disability (but not necessarily the nature of the Disability) and identifying the critical element of the dwelling which is not accessible and the reasons why it is not accessible; AND
- (3) A statement from the landlord or official of a government or other agency providing service to such Disabled Person explaining the reason(s) that the landlord is not required to make changes which would render the dwelling accessible to the individual as a Reasonable Accommodation.

9. Graduates of Project-Based Units Who Have Fulfilled Supportive Service Goals:

A participant in a transitional housing program for Elderly or Disabled Persons which includes a supportive services component (e.g., the Shelter Plus Care Program) shall be considered to be imminently in danger of homelessness. Such a program participant shall be eligible as a Priority One Applicant if:

Verification requirements:

- (1) The person has been a tenant in such a program for not less than twelve (12) months; AND
- (2) The person no longer requires the or completed the program's services (as determined by the program service provider); AND
- (3) As a result must relocate from such housing.

B. Homeless

In order to qualify as Homeless, the Applicant must meet the following threshold verification requirements:

The Applicant must meet the definition of Homeless as defined below at the time of application and at the time of the eligibility interview. Gaps of non-homelessness in between those two points shall not result in denial of Priority 1 Homeless qualification.

1. Homeless

The Applicant Household lacks a fixed, regular and adequate nighttime residence, meaning:

- (1) Has a primary nighttime residence that is a public or private place not meant for human habitation; OR
- (2) IS living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, Transitional Housing, and hotels and motels paid for by non-profit, charitable organizations, or by federal, state and local government programs); OR
- (3) Is living in housing that is being funded or provided to offer homeless individuals and families with the interim stability and support to ultimately make the transition to and maintain permanent housing; OR

- (4) An Applicant would otherwise be in shelter if not for a medical condition which precludes a person from staying in shelter as verified by a medical provider.

Verification Requirements:

- (1) A third-party written verification from a public or private facility that provides shelter for homeless individuals, the local police department, or a social services agency, certifying the Applicant's homeless status in accordance with the definition in this policy; **OR**,
- (2) In the case that the Applicant cannot be in the shelter due to a medical condition, written verification from a medical provider must be provided to demonstrate that the individual is unable to live in a public or private shelter, or any other place unfit for human habitation due to the applicant's severe medical condition or disability.

2. Homeless for Moderate Rehabilitation SRO conversions under the RAD Demonstration

The Applicant must be homeless pursuant to the definition per the McKinney-Vento Homeless Assistance Act (24 CFR § 578.3.).

Verification Requirements:

- (1) Third-party written verification from a public or private facility that provides shelter for homeless individuals, the local police department, or a social services agency, certifying the Applicant's homeless status in accordance with the the The McKinney-Vento Homeless Assistance Act (24 CFR § 578.3).

3.3.6 Other Admissions

a. Project Based Voucher ("PBV") to Tenant Based Voucher ("TBV"): a PBV family who has occupied a PBV unit, and is in good standing with the owner, may apply for Tenant Based Rental Assistance in accordance with 24 C.F.R. 983.261.

b. Choice Mobility: The BHA will grant admission for its HCV waiting list to residents of an expiring use property that has been converted to Project Based Rental Assistance (PBRA):

(a) The converted property is located in the City of Boston, and,

(b) The waiting list for the property is managed by the BHA, and all PBRA vacancies for the property are filled from the BHA waiting list.

(c) Applications shall be accepted no earlier than twenty-four (24) months from the date of initial occupancy. The applicant must be in good standing with the owner to apply.

3.3.7 Admission Preference

An Applicant may only apply for a Preference when the waiting list is open.

Preference points are cumulative and are added to Priority points (if any) to determine an Applicant's position on a BHA waiting list. An Applicant may qualify for more than one Preference at a time.

A Priority One Applicant with a Preference will be ranked above a Priority One Applicant with no Preferences. Preferences are cumulative, so an Applicant with more than one Preference (e.g., Veterans and Displaced) will be ranked higher within his or her Priority category than an Applicant with only one Preference.

Determinations of Preference: Approval or Denial for the Single Elderly or Disabled Preference, Veterans Preference or Displaced Boston Tenant Preference will suffice as an approval or denial for the Preference for all applicable BHA waiting lists.

The Preference categories are described below:

(a) ***Elderly/Non-Elderly Disabled Person Preferences***

(1) Single Elderly or Disabled

The Boston Housing Authority has an Admissions preference for a single person Applicant, who is Elderly or Disabled over other single persons. An Applicant will be given preference over an Applicant who is a Single Person who is not an Elderly or Disabled person within each waiting list Priority category.

Note: A single woman who is pregnant at the time of admission, or a Single Person who has secured or is in the process of securing the custody of any individual(s) below the age of 18, will not be considered a Single Person for the purposes of this preference.

(2) Project Based Voucher Elderly

The Boston Housing Authority has an Admissions preference for Elderly households at specific Project Based Section 8 sites where such a preference is designated in the Owner's Housing Assistance Payments Contract ("HAP").

(3) Non-Elderly Disabled (NED)

The BHA will grant a preference for non-elderly disabled (NED) applicants to waiting lists at sites which were formerly public housing; were part of a designated housing plan, and have been converted to Project Based Section 8.

(b) Emergency Housing Voucher

(1) (EHV- Families) - The BHA will grant a preference for currently assisted EHV families whose assistance is at risk of termination due to lack of program funding.

(2) (EHV- Single Individuals) - The BHA will grant a preference for currently assisted EHV individuals whose assistance is at risk of termination due to lack of program funding.

Veterans Preference

A “veteran”, as used in this Administrative Plan shall include the veteran, spouse, surviving spouse, dependent parent or child of a Veteran and the divorced spouse of a Veteran who is the legal guardian of a child of a Veteran.

Verification Requirement:

Applicants claiming a Veteran’s Preference must provide a copy of the discharge documents of the Veteran for whom the Preference is claimed. The Veteran’s Preference is only applicable to Veterans and/or immediate families of Veterans who were discharged under circumstances other than dishonorable.

(c) Displaced Boston Tenant Preference

The BHA shall give two (2) Preference points to an Applicant who was displaced from a unit within the City of Boston.

(1) No length of Residency Required

This Preference is not based on how long the Applicant resided within the City of Boston, but only upon the establishment and proper verification of residency within the City Of Boston.

(2) Verification Requirements

To receive this Preference, an Applicant must verify that:
(i) they were displaced from a unit within the City of

Boston, and (ii) The following documentation in conjunction with Priority documentation to establish displacement will verify the Displaced Boston Tenant Preference:

- (a) Landlord verification;
- (b) A copy of a Lease;
- (c) Utility Bill (electric, gas, oil, or water)
- (d) Mortgage Payments;
- (e) Letter from School Department;
- (f) Letter from Social Security Department;
- (g) Taxes;
- (h) Other verification deemed acceptable by BHA.

(3) **Non-discriminatory Effect of Preference**

This Preference shall not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an Applicant Family.

(d) **Preference under Olmstead**

The BHA has an admissions preference for those qualified individuals with mental and/or physical disabilities exiting institutions or who are at serious risk of institutionalization. Applicants who receive this preference must be willing to participate in services as provided by State Money Follows the Person (MFP) entities or other support service agencies and partnering organizations. The services may include case management and personal care.

Verification Requirement:

The BHA will accept verification that the applicant is exiting an institution or is at serious risk of institutionalization from the treating facility or hospital. The facility or hospital must also verify that the applicant will be receiving appropriate supportive services by state MFP entities or other support service agencies and partnering organizations.

(e) **Homeless Service Organizations Preference**

The BHA has an admissions preference for those applicants who are referred by a partnering homeless service organization or consortia of homeless service organizations. This preference will be applied to specific site based lists

where supported housing services are offered by said organization.

Verification Requirement:

Applicant

The Applicant must provide verification of his/her homeless status in accordance with BHA's previously referenced Priority category; and, also provide verification that he or she is working with and being referred by a homeless service organization which provides supported housing services at the site to which he/she is applying.

Homeless Service Organization

The partnering homeless service organization must show that it is the supported housing service provider for the specific site for which the preference is being applied and may not deny its services to members of any federally protected class under fair housing laws, i. e. race, color, religion, national origin, sex, disability or familial status.

(f) No Fault Displacement

Preference for PBV participant who is otherwise eligible for a TBV (has resided in current PBV unit for at least one year and is in good standing), whose unit is or will be permanently lost due to demolition, disposition, fire, condemnation or other action out of the participant's control (not due to the fault of the participant or participant's household members).

Verification Requirement

The current owner must verify in writing that the participant is in good standing and that the unit is being permanently lost due to one of the above.

(g) Right of First Refusal

Preference for former residents returning to a PBV new construction or rehabilitation project that was specifically identified as replacement housing for the original project as part of a documented plan for redevelopment which had one of the forms of funding listed in §15 of this plan.

(i) This preference may only be applied at initial reoccupation of the site, and will not extend past an initial offer to re-occupy.

(h) **Long Term Homeless**

Homeless in or displaced from Boston twelve (12) months or longer as defined below:

1. Three hundred and sixty-five (365) days in shelter, transitional housing, or safe haven over the last three (3) years in Boston or;
2. at least one (1) night per month for twelve (12) months homeless unsheltered in Boston over the last three (3) years, or;
3. Same as above, however, homeless days are outside of Boston and city of origin is Boston as documented by EOHLC's Emergency Assistance System.

(a) Verification

Verification will be documented by the Shelter Provider.

(i) **SRO Referral Preference**

An otherwise qualified Priority 1 applicant that has been referred by the owner of an SRO site to their waiting list.

(1) Verification

Verification will be documented by Owner.

- (j) Preference for former Moderate Rehabilitation SRO sites converted to PBV via RAD that offer supportive services

Preference shall be given to Applicants who qualify for voluntary services, including disability-specific services, offered in conjunction with the assisted units at those sites. Participation in said services is voluntary.

3.3.8 Standard Applicants

Standard Applicants are Applicants that do not qualify for any Priority category.

3.3.9 Point System

- (a) The **Priority point system** used by BHA to process new Admissions on all waiting lists is as follows:

PBV to TBV	95 points
Super Priority Applicants	75 points

Mitigation Vouchers	60 points

Supported Housing Programs (Formerly City of Boston ICHH Programs Priority)	

	50 points

Priority One Applicants	30 points

Standard Applicants	0 points

(b) **Preference points** will be added to Priority points as follows for Applicants for Admission only:

Project Based Voucher Elderly	100 Points

Emergency Housing Voucher ("EHV"- Families)	35 Points

Emergency Housing Voucher ("EHV"- Single Elderly/Disabled Families)	30 Points

Right of First Refusal	25 Points

Former Moderate Rehabilitation SRO site converted to PBV via RAD that offer supportive services	25 points

No Fault Displacement	20 Points

SRO Owner Referral	20 Points

Non Elderly Disabled	10 Points

Preference Under Olmstead	7 Points

Homeless Service Organizations Preference	7 Points

Long Term Homelessness	7 Points

Single Elderly or Disabled	5 Points

Veterans Preference	3 points

Displaced Boston Tenant Preference	2 points

3.4 Special Admissions

Applicants may be admitted to the Housing Choice Voucher program even though they are not on the BHA's waiting list if they are part of a group targeted by HUD for special assistance. Applicants admitted as "Special Admissions" according to this section will not be counted against the income targeting requirement that a minimum of 75% of new Admissions to the BHA's Section 8 program have Family income that is thirty percent (30%) or below the Area Median Income as established by HUD. (See 24 C.F.R. § 982.203(b) for examples of assistance targeted by HUD).

CHAPTER 4: Communications and Verification

“Communication” includes both standard forms used by the BHA to obtain information from an Applicant/Participant or an Owner and information provided to an Applicant/Participant or an Owner about the program. It is the goal of the BHA to communicate well with Owners and Applicant/Participants because they are less likely to commit errors, fraud, or abuse when they have a much better understanding of program requirements and BHA expectations.

The following chapter describes the standards of communication and verification required and expected of the BHA, an Applicant or Participant, and an Owner.

4.1 Communication Preference

The BHA prefers that all communication between Families and the BHA and between Owners and the BHA be in writing. The BHA will attempt to create well designed forms to effectuate proper communication to Families and Owners and to collect all required information. The BHA will communicate with persons who have limited English ability in accordance with section 1.3.4 of this Administrative Plan.

4.1.1 Communication between Applicants and the BHA

It is the responsibility of each Applicant to inform the BHA in writing of any change in address, telephone number, Family Composition, change in Priority and or Preference, or other information, which may affect the status of the application while on the waiting lists. For an Applicant with no fixed address, such as a Homeless Applicant, the address of a social service agency may be used for BHA contacts; however, if the Applicant finds housing, the address must be reported to the BHA. Failure to report a change may result in withdrawal from the waiting list.

BHA will communicate with an Applicant by first class mail, except when an Applicant who is a Disabled Person requests some other form of communication (e.g., a telephone call, communication with a designated third party, etc.). A person who is Homeless and an Applicant may request that the BHA communicate with a designated third party. Failure to respond to BHA communication in the required time period may result in withdrawal of an Applicant from all waiting lists.

4.1.2 Communication between a Participant and the BHA

A Participant should communicate with the BHA in writing. It is the responsibility of the Participant to report a change in income or Family Composition in accordance with this Administrative Plan. A Participant also has an obligation to supply all required documentation for eligibility and Recertification purposes. It is in the best interest of the Participant to retain copies of any communication with BHA.

Failure to respond to BHA communication in the required time period may result in termination of the Participant's subsidy in accordance with Chapter 13 of this Administrative Plan.

4.2 Misrepresentation of Information or Fraud

The BHA considers falsification, misrepresentation, or failure to disclose information related to Admission, initial eligibility, participation, or Recertification grounds for denying Admission or terminating assistance from the HCVP. If the BHA determines that an Applicant has acted as described above, the Applicant will be precluded from re-applying for assistance with the BHA for three years from the date of the determination.

4.3 Verification Requirements

The BHA must verify and document all information concerning an Applicant/Participant's Family Composition, Annual Income, Priority status, and Preferences.

4.3.1 Verification Documentation

The BHA will maintain all documents related to eligibility/Recertification in the Applicant/Participant's file folder. Documentation used as part of the verification process may include but is not limited to:

- (a) Copies of documents, where law or regulation does not require the original.
- (b) Verification forms completed and signed by third parties and/or Applicant/Participant.
- (c) Upfront Income Verification (UIV)

UIV is the verification of a Family's income, before or during a Recertification, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals. The BHA will maintain UIV data according to applicable Federal, State, and local law and BHA policy.
- (d) Reports of all relevant interviews, telephone conversations or personal contact with or regarding the Applicant/Participant including date of the conversation, source of the information, name and position of the individual contacted, name and position of staff member receiving information and a written summary of the information received.
- (e) All correspondence received for or on behalf of the Applicant.

4.3.2 Verification Preference

The BHA will accept verification of eligibility information in the following order of preference:

(a) **Upfront Income Verification (UIV)**

The BHA will use UIV procedures to obtain verification of tenant-reported (unreported or underreported) income.

(1) Types of Income that may be verified through UIV:

(i) Gross Wages and Salaries (Including overtime pay, commission, fees, tips, bonuses, and other compensation for personal services)

(ii) Unemployment Compensation

(iii) Welfare Benefits

(iv) Social Security Benefits (including Federal and State benefits, Black Lung benefits, and dual benefits)

(A) Social Security

(B) Supplemental Security Income (SSI)

(2) The BHA may obtain UIV through the following methods:

(i) Computer matching agreement with a federal, state, local government agency, or a private agency; or

(ii) Use of HUD's Tenant Assessment Subsystem ("TASS") or Enterprise Income Verification ("EIV"); or

(i) Submission of direct request for income verifications to a federal, State, or local government agencies or a private agency.

A. What is the EIV System?

The EIV System is a web-based application, which provides employment, wage, unemployment compensation and social security benefit information of tenants who participate in the HCV Program. This system is available to all PHAs nationwide. Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S.

Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058.

1. Identifying participants whose reported personal identifiers (SSNs and DOB) do not match the SSA database;
2. Identifying participants who need to disclose a SSN;
3. Identifying participants whose alternate identification number (Alt ID) needs to be replaced with a SSN;
4. Identifying participants who may not have reported complete and accurate income information;
5. Identifying participants who have started a new job;
6. Identifying participants who may be receiving duplicate rental assistance;
7. Identifying participants who are deceased and possibly continuing to receive rental assistance;
8. Identifying former participants of PIH rental assistance programs who voluntarily or involuntarily left the program and have a reportable adverse status and/or owe money to a PHA or Section 8 landlord

B Required use of EIV and Verification Hierarchy.

The BHA is required to access the EIV system and obtain an Income Report for each household. The BHA is required to maintain the Income Report in the participant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual reexaminations of family income and composition.

The BHA will follow the following income verification hierarchy:

1. Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
2. (not available for income verifications of applicants)
3. Upfront Income Verification (UIV) using non-HUD System
4. Written Third Party Verification
5. Written Third Party Verification Form
6. Oral Third Party Verification

Note: This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not available for verifying income of applicants.

C. Disputing EIV Information and Resolving Discrepancies

In accordance with 24 CFR §5.236(b)(2)(3), the BHA is required to compare the information on the EIV report with the family-reported information. If the EIV report reveals an income source that was not

reported by the participant or a substantial difference in the reported income information, the BHA is required to take the following actions:

1. Discuss the income discrepancy with the participant; and
2. Request the participant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources; and
3. In the event the participant is unable to provide acceptable documentation to resolve the income discrepancy, the BHA is required to request from the third party source, any information necessary to resolve the income discrepancy; and
4. If applicable, determine the participant's underpayment of rent as a result of unreported or underreported income, retroactively*; and
5. Take any other appropriate action as directed by HUD or the BHA's administrative policies.

*The BHA is required to determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

Participants are required to reimburse the BHA if they were charged less rent than required by HUD's rent formula due to the participant's underreporting or failure to report income. The participant is required to reimburse the BHA for the difference between the participant rent that should have been paid and the participant rent that was charged. This rent underpayment is commonly referred to as retroactive rent. If the participant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the BHA **must** terminate the family's tenancy or assistance, or both. HUD does **not** authorize any PHA-sponsored amnesty or debt forgiveness programs.

Sometimes the source or originator of EIV information may make an error when submitting or reporting information about participants. HUD cannot correct data in the EIV system. Only the originator of the data can correct the information. When the originator corrects the data, HUD will obtain the updated information with its next computer matching process. Below are the procedures participants and PHAs should follow regarding incorrect EIV information.

Employment and wage information reported in EIV originates from the employer. The employer reports this information to the local State Workforce Agency (SWA), who in turn, reports the information to HHS' National Directory of New Hires (NDNH) database.

If the participant disputes this information, s/he should contact the employer directly, in writing to dispute the employment and/or wage information, and request that the employer correct erroneous information.

The participant should provide the BHA with this written correspondence so that it may be maintained in the participant file. If employer resolution is not possible, the participant should contact the local SWA for assistance.

Unemployment benefit information reported in EIV originates from the local SWA. If the participant disputes this information, s/he should contact the SWA directly, in writing to dispute the unemployment benefit information, and request that the SWA correct erroneous information. The participant should provide the PHA with this written correspondence so that it may be maintained in the participant file.

SS and SSI benefit information reported in EIV originates from the SSA. If the participant disputes this information, s/he should contact the SSA at (800) 772-1213, or visit the local SSA office. SSA office information is available in the government pages of the local telephone directory or online at <http://www.socialsecurity.gov>.

Note: The participant may also provide the BHA with third party documents which are in the participant's possession to support their dispute of EIV information. The BHA, with the participant's consent, is required to submit a third party verification form to third party sources for completion and submission to the BHA, when the participant disputes EIV information and is unable to provide documentation to validate the disputed information. The participant's failure to sign the consent form is grounds for termination of tenancy and/or assistance in accordance with 24 CFR §5.232.

Debts owed to PHAs and termination information reported in EIV originates from the PHA. If a current or former participant disputes this information, s/he should contact the PHA (who reported the information) directly in writing to dispute this information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV. Former participants may dispute debt and termination

information for a period of up to three years from the end of participation date in the PIH program.

Identity Theft. Seemingly incorrect information in EIV may be a sign of identity theft. Sometimes someone else may use an individual's SSN, either on purpose or by accident. SSA does not require an individual to report a lost or stolen SSN card, and reporting a lost or stolen SSN card to SSA will not prevent the misuse of an individual's SSN. However, a person using an individual's SSN can get other personal information about that individual and apply for credit in that individual's name. So, if the participant suspects someone is using his/her SSN, s/he should check their Social Security records to ensure their records are correct (call SSA at (800) 772-1213); file an identity theft complaint with the local police department and/or Federal Trade Commission (call FTC at (877) 438-4338, or visit their website at: <http://www.ftc.gov/bcp/edu/microsites/idtheft/>); and s/he should also monitor their credit reports with the three national credit reporting agencies (Equifax, TransUnion, and Experian). The participant should provide the PHA written documentation of filed identity theft complaint. (Refer back to paragraph on Employment and wage information regarding disputed EIV information related to identity theft).

Participants may request their credit report and place a fraud alert on their credit report with the three national credit reporting agencies at: www.annualcreditreport.com or by contacting the credit reporting agency directly. Each agency's contact information is listed below.

National Credit Reporting Agencies Contact Information

Equifax Credit Information Services, Inc.
P.O. Box 740241
Atlanta, GA 30374
Website: www.equifax.com
Telephone: (800) 685-1111

Experian
P.O. Box 2104
Allen, TX 75013
Website: www.experian.com
Telephone (888) 397-3742

TransUnion
P.O. Box 6790
Fullerton, CA 92834
Website: www.transunion.com
Telephone: (800) 680-7289 or (800) 888-4213

Security of EIV Data

The Federal Privacy Act (5 USC §552a, as amended) prohibits the disclosure of an individual's information to another person without the written consent of such individual. As such, the EIV data of an adult household member may not be shared (or a copy provided or displayed) with another adult household member, unless the individual has provided written consent to disclose such information.

However, the PHA is not prohibited from discussing with the head of household (HOH) and showing the HOH how the household's income and rent were determined based on the total family income reported and verified.

EIV information and any other information obtained by the BHA for the purpose of determining eligibility and level of assistance may not be disclosed to third parties for any reason (even for similar verifications under other programs, such as eligibility for low income housing tax credit units, other federal or state assistance programs), unless the participant has authorized such disclosure in writing.

(b) Written Third Party Verification

Written verification by a third party is always preferred. The BHA will also accept Third Party Verification from reputable online systems, including EIV and TASS, which may verify employment income or other sources of regular income. See also section 4.3.4 for more information on Third Party Verification.

(c) Oral Third Party Verification

Independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the Applicant/Participant, via **telephone** or in-person visit. BHA staff will document in the tenant file, the date and time of the telephone call, the name of the person contacted and telephone number, along with the confirmed verified information.

This verification method is commonly used in the event that the independent source does not respond to the BHA's faxed, mailed, or e- mailed request for information in a reasonable time frame, i.e., ten (10) business days.

The BHA shall verify information by telephone when written third-party verification is incomplete or unclear.

(d) **Verification by Applicant/Participant supplied documents.**

The BHA will review documents submitted by the Applicant when: (i) the information requested does not require Third-Party Verification (for example rent receipts, canceled checks for rental payments, Lease agreements and monthly utility bills) or (ii) third-party fax or telephone verification is impossible. BHA may copy documents into the Applicant's file or list the documents and the information contained in them.

(e) **Verification by Applicant/Participant certification.**

With the approval from the Administrator or his/her designee, the BHA may choose to accept an affidavit from an Applicant regarding housing and employment history only when verification by a third party or verification by documents is impossible to obtain.

4.3.3 Validity of Documentation and Verification

- (a) **Information Supplied by Applicant/Participant.** Documents supplied by an Applicant/Participant should be dated within sixty days (60) of the eligibility/Recertification interview¹⁰.
- (b) **Verification at Recertification.** Verification obtained for Recertification must be no older than 120 days at the effective date.
- (c) **Information not subject to change.** BHA will verify this information (e.g. verification of age or place of birth) only once during the eligibility/Recertification process.
- (d) **Verification of Eligibility must be no more than 60 days from Voucher issuance.** The BHA must receive information verifying that an applicant is eligible within the period of 60 days before the BHA issues a voucher to the Applicant. 24 C.F.R. § 982.201(e)
- (e) **Maximum Family Share at initial Occupancy.** At initial occupancy the Family Share must not exceed 40 percent of the Family's gross income. The determination of adjusted monthly income must be based on verification information received by the BHA no earlier than 60 days before the BHA issues a voucher to the family.

4.3.4 Third Party Verifications

¹⁰ See HUD Verification Guidance for the Public Housing And Housing Choice Voucher Programs (March 2004)

BHA will send third party verifications directly to the third party. The BHA may fax a verification form to a third party and request a return fax to the BHA after the form is completed. Each BHA verification form sent to a third party will include the following:

- (a) Authorization from the Applicant to release the information on the BHA's General Release Form (HUD 9886) or Income Verification Form, and
- (b) BHA Third-Party Verification form.

4.4 Missed Appointments

The BHA considers it a failure to attend an appointment and is not required to hold a scheduled meeting if an individual is more than one-half (1/2) an hour late for a scheduled appointment.

The BHA does not consider it a failure to keep an appointment if an individual contacts the BHA prior to the appointment to reschedule or has a reasonable excuse for missing the appointment. The BHA may use discretion to determine whether or not an excuse is reasonable. The BHA may ask the Family to supply documentation to verify their inability to attend the appointment.

CHAPTER 5: DETERMINATION OF ELIGIBILITY

5.1 Number of Vouchers Issued

At its discretion, the BHA will consider the Annual Contributions Contract (“ACC”) commitment, funding availability, leasing schedule, turnover rate, historical leasing success rates, and similar factors to determine how many Vouchers should be issued.

5.2 Threshold Eligibility Requirements (Sections 5.2.1- 5.2.3)

The Applicant will be denied assistance and withdrawn from the waiting list based on information on the preliminary application if the Applicant does not meet all of the following requirements. In determining final eligibility, the BHA will consider Mitigating Circumstances including, but not limited to, being the victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault, and any request for a Reasonable Accommodation on account of a Disability. To remain on the waiting list, the Applicant must be:

5.2.1 A Family as defined by the BHA

Definition of a Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

(1) A single person¹¹, who may be:

(i) An elderly person, displaced person, disabled person, near-elderly person, or any other single person;

(ii) An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act ([42 U.S.C. 675\(5\)\(H\)](#)), and is homeless or is at risk of becoming homeless at age 16 or older; or

(2) A group of persons residing together, and such group includes, but is not limited to:

(i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

¹¹ Single persons include: a single man/woman; a single woman who is pregnant at the time of admission; a single person who has secured, or is in the process of securing the custody of any individual(s) below the age of 18; an elderly person; a person with a disability or handicap; a displaced person; or a single person who is not elderly, disabled, handicapped or displaced each as defined Chapter 19 of this policy.

- (ii) An elderly family;
- (iii) A near-elderly family;
- (iv) A disabled family;
- (v) A displaced family; and
- (vi) The remaining member of a tenant family¹².

5.2.2 Income eligible as defined by HUD

Persons meeting BHA income qualifications are those whose Annual Income at the time of Admission, does not exceed the income limits for occupancy established by the HUD. Income limits are posted separately in BHA offices (see sections 5.5 – 5.6). These income limits do not apply to families who are Continuously Assisted. See also section 5.5.1 for further explanation of income eligibility.

5.2.3 Past Balances Due to any Publicly Assisted Housing Program

The Applicant must not owe uncollected rent and/or miscellaneous charges, such as court costs, constable fees, or other related fees arising during the Applicant's receipt of benefits from any program administered by the BHA or Other Publicly Assisted Housing Program¹³.

- (a) The BHA will check for debts owed upon receipt of the **Preliminary Application**. An Applicant who applies owing a balance consisting of uncollected rent, overpaid Housing Assistance Payments and/or miscellaneous charges (for any program administered by the BHA or Other Publicly Assisted Housing Programs) will be entered into the BHA database as Preliminarily Eligible and the Applicant shall be notified in writing regarding the outstanding debt. The debt must be paid in full prior to determination of final eligibility

¹² Live in Aides do not have rights of tenancy, nor can they be considered the remaining member of a resident household unless they are found to be a licensed Live in Aide and select one of the options in Chapter 5, Section 5.4.2(g), see also 24 C.F.R 5.403

¹³ Other Publicly Assisted Housing Program – means residence in any housing program assisted under M.G.L. ch. 121B (such as state-assisted public housing for families, Elderly or disabled persons), or Massachusetts Rental Voucher Program or assisted under the United States Housing Act of 1937 as amended (42 U.S.C. § 1401 *et seq.*) (such as federally-assisted public housing for families, Elderly or disabled persons, Section 8 certificate/voucher, project-based certificate, moderate rehabilitation, loan management/property disposition leased housing program, Indian housing, or tenant-based assistance under the HOME program)

(b) The BHA will have the discretion to enter into an agreement for past due balances in the case of a transfer or relocation of BHA public housing resident.

5.3 Eligibility Interview (Final Eligibility)

5.3.1 Purpose.

The purpose of the eligibility interview is to determine the Applicant's anticipated gross income, Family Composition, and appropriate Voucher Unit Size, Immigration status, Criminal Offender Record Information, and verify Priority and Preference status. The same standards to determine the Applicant's income and Family Composition in the initial eligibility interview will be used to determine the Participant's income and Family Composition for any subsequent eligibility determination or Recertification. (See Chapter 8: Renewal).

5.3.2 Scheduling Eligibility Interview Appointment

The Applicant must attend the eligibility interview and bring the requested information to the BHA.

- (a) **Letter of Interest.** The BHA will send a letter to an Applicant selected from the waiting list. The letter will tell the Applicant to contact the BHA and schedule a date and time for an eligibility interview with the BHA. The letter also informs the Applicant of the verified information that must be provided to the BHA in order to determine eligibility.
- (b) **Failure to respond to the Letter of Interest.** The BHA will send a letter of withdrawal (see section 3.2.5(c)) to an Applicant who does not respond to the letter of interest. If the Applicant responds to the Withdrawal letter within 10 days after failing to respond to the initial letter of interest, the BHA will schedule a final eligibility interview with the Participant. Failure to attend the final eligibility interview will result in being withdrawn from the waiting list (see section 3.2.5(c)).
- (c) **Failure to Attend the Eligibility Interview.** If the Applicant schedules an eligibility interview and misses the interview without contacting the BHA, the BHA will send the Applicant a letter of withdrawal. If the Applicant notifies the BHA in advance of the need to reschedule the appointment or contacts the BHA within 10 days of the missed appointment, the BHA will reschedule. The rescheduled eligibility interview will be considered a second and final appointment. If the Applicant misses the second and final interview, the Applicant will be sent a letter of withdrawal. (see section 3.2.3(c)).

- (d) ***Deadline to supply documents.*** If the Applicant does not supply all the necessary documentation at the eligibility interview, the BHA will give the Applicant up to twenty (20) days to supply all documentation to the BHA. The BHA may grant an Applicant a ten (10) day extension for good cause to supply information to the BHA. If the Applicant fails to meet the deadline to supply documents, they will be withdrawn from all waiting lists (see section 3.2.5).
- (e) ***Reasonable Accommodation.*** If the Applicant fails to Respond to the Letter of Interest, fails to attend the eligibility interview, or fails to supply information to the BHA, and the failure is due to Domestic Violence, Dating Violence, Stalking, or Sexual Assault or a documented Disability, the BHA may decide not to withdraw the Applicant from the waiting list.

5.3.3 Reassignment of Applicant to Different Priority Category

An Applicant will be placed in a different Priority or the same priority category with a later application date if the BHA determines:

- (a) the Applicant's Priority status is incorrect at the time of the initial eligibility interview, and
- (c) the Applicant is eligible for another (or the same) Priority and the waiting list is open for that Priority; and
- (d) The applicant's circumstances do not give rise to those described below in 5.3.4

If, at the time of the initial eligibility interview, the Applicant is not eligible for any Priority category for which the waiting list is open and the waiting list is not open for standard Applicants, the Applicant will be withdrawn from the waiting list.

If the Applicant is eligible for a new Priority status and the waiting list is open for that Priority, the Applicant will be placed on the waiting list according to the verifiable date of the Priority eligibility and not the date of the original application.

Gaps on non-Priority 1 status in between the initial application and the final eligibility interview above shall not disqualify an applicant from their original application date and time. Additionally, a change from one Priority 1 category to another Priority 1 category between initial application and the final eligibility interview shall not result in a change to the original application date.

5.3.4 Misrepresentation of Information or Fraud

The BHA considers falsification, misrepresentation, or failure to disclose information related to Admission, initial eligibility, participation, or

Recertification grounds for denying Admission to or terminating assistance from the HCVP. If the BHA determines that the Applicant has acted as described above, the Applicant will be precluded from re-applying for assistance with the BHA for three years from the date of the determination.

5.3.5 Limitation on Number of Eligibility Determinations

For each Applicant, the BHA shall only be required to determine Section 8 eligibility once every twelve (12) months unless the Applicant was denied for one or more of the following reasons:

- (a) Lack of citizenship status;
- (b) Past due balance owed to a publicly assisted housing program;
- (c) Lack of priority status;
- (d) Family income exceeds the applicable limits;
- (e) Reasons directly related to substance abuse and the Applicant has now successfully completed a rehabilitation program;
- (f) As a reasonable accommodation.

5.4 Family Composition

The BHA will verify Family Composition at the eligibility interview and at any interim or annual Recertification appointment.

5.4.1 Verification of Family Composition

The BHA must obtain the following information for all Applicants as applicable:

- (a) **Photo Identification for the Head of Household and the Co-Head of Household.** One of the following forms of photo identification for the Head of Household and the Co-Head of Household only:
 - (1) Driver's License;
 - (2) Registry of Motor Vehicles picture ID;
 - (3) Passport;
 - (4) Student or Employer ID; or
 - (5) Other Photo ID acceptable to the BHA.

- (b) **Proof of Birth.** One of the following proof-of-birth documents (shown in order of preference) for all Applicant Family members:
- (1) Original and copies of Birth certificates;
 - (2) Passports;
 - (3) Original INS documents for eligible Non-Citizens;
 - (4) Other records deemed appropriate by BHA (DDG214, Statement from Social Security Administration, Original Baptismal Records); or
 - (5) A medical letter documenting pregnancy as well as anticipated date of birth will be required for all unborn children listed on the application.
- (c) **Proof of Relationships.** One of the following proof-of-relationship documents for all Minor children or situations involving the care of adults under guardianship:
- (1) Birth certificates;
 - (2) Court records of adoption;
 - (3) Court records of guardianship; or
 - (4) Other written documentation such as written designation from the Minor Child's parent.
- (d) **Social Security Numbers.** One of the following documents may be accepted to verify Social Security Numbers (SSN):
- (1) Original Social Security Card;
 - (2) Original Report from the Social Security Administration documenting the availability/non-assignment of a SSN (BHA will make a copy for the file); or
 - (3) A written statement from the Social Security Administration documenting the assigned SSN.

Family members under the age of six (6) years old do not need to provide a SSN.

No SSN or verification needs to be provided for individuals who certify that they have not been assigned a SSN. However, proof must be provided to show that no SSN was assigned.

- (e) **Status as an Elderly Person.** The BHA will accept Proof of Birth (see subsection (b) above) of the Head and/or Co-Head of Household indicating an age of 62 years or older to verify that person's status as an Elderly Person.
- (f) **Status as a Disabled Person.** In general, the BHA shall not inquire as to the existence or nature of a disability, or ask for information related to a disability or the medical history of an Applicant or a Participant. However, the BHA can require verification where it is claimed that a Family member is a Disabled Person for two purposes:
 - (1) For the purpose of applying for Admissions Preferences and Priorities (see section 3.3.6); and
 - (2) For the purpose of calculating Household income and rent.

In addition, when an Applicant or Participant requests a Reasonable Accommodation on account of a disability, the BHA may require documentation as to the disability and the need to be served by an accommodation or modification. An Applicant or Participant may choose not to disclose the fact of a disability and request an accommodation; however, in this case, the BHA is not obligated to provide any such accommodation.

The following documentation will be accepted for purposes of verifying the status of a Family member as a Disabled Person:

- (1) Evidence that the Applicant or Participant's sole source of income is SSI benefits, SSDI benefits or disability retirement income (see income verification below); or
- (1) A certification from a Qualified Health Care Provider verifying that the Applicant or Participant meets the criteria of a Disabled Person for the Federal Housing Program (see Definitions for eligibility of Disabled Persons).

5.4.2 Determining Family Unit Size (BHA Subsidy Standards)

The following BHA Subsidy Standards have been established to determine the number of bedrooms needed for Families of different sizes and compositions. For each Family the BHA will determine the appropriate number of bedrooms under the BHA Subsidy Standards. The Family Unit Size number is entered on the Voucher issued to the Family.

The following factors are used to determine the Family Unit Size:

- (a) The Head of Household (and spouse or domestic partner, if applicable), shall be entitled to one bedroom.
- (b) Two persons who are of the same sex shall only be entitled to one bedroom.
- (c) The BHA shall inform the Applicant/Participant that s/he may elect to have a Child share a bedroom with another Child of the opposite sex, in order to be eligible for a smaller Voucher Unit Size.
- (d) The BHA may assign an additional bedroom as a Reasonable Accommodation to a Disabled Family member.
- (e) A single pregnant woman, as documented by a physician, with no other persons will be treated as a two-person Family. A pregnant woman whose Family includes other children will not be assigned an additional bedroom until the sex of the Child is determined and documented by a physician (either before or after birth). Once the sex of the Child is documented the BHA will assign the Family an additional bedroom if they are eligible.
- (f) A Child who is temporarily away from the home because of placement in foster care (as documented by the Department of Children and Families) is considered a member of the Family in determining Family Unit Size.
- (g) Live-In-Aide

Any Live-In-Aide, approved to live in the Unit to care for a Family member who is Disabled or is at least 50 years of age (near-Elderly), will be counted in determining the Family Unit Size.

(1) **Definition:**

A Live-In-Aide is defined as a person who:

- (i) Is determined by BHA based upon medical documentation from a Qualified Healthcare Provider to be essential to the care and wellbeing of an Elderly or Disabled Person or persons; **AND**
- (ii) Is not obligated to support the Elderly or Disabled Person or persons; **AND**
- (iii) would not be living in the Apartment except to provide the necessary supportive care; **AND**
- (iv) Has no right to the Apartment as a Residual Tenant except as provided in section 11.8, **AND**

- (v) Does not have his/her income included in the Elderly or Disabled Participant's Household for the purposes of determining total Family income and rent except as provided in section 11.8.

(2) Live-In-Aide **Policy**

- (i) Any Live-In-Aide must meet the definition of a Live-In-Aide as stated above.
- (ii) A Live-In-Aide can be a Single Person or a person with a Household (*Example*: a Live-In-Aide may have his/her own children that reside with them).
- (iii) No addition of a Live-In-Aide and his/her Household, if applicable, shall result in overcrowding of the Apartment.
- (iv) No Live-In-Aide and his/her Household, if applicable, has the right to the Apartment as a Residual Tenant except as provided in Section (vii)(B) below.
- (v) Any Live-In-Aide and his/her Household, if applicable, must sign a waiver of residual residency status except as provided in (vii)(B) below.
- (vi) Any Live-In-Aide and his/her Household, if applicable, must meet the BHA's Eligibility Requirements.
- (vii) Any Live-In-Aide and his/her Household, if applicable, will be counted as a member of the Participant's Household composition for the purposes of determining the appropriate Apartment size ONLY.
- (viii) A relative who satisfies the definition above will be notified in writing that s/he may be qualified as a Live-In-Aide and may choose one of the following two options:
 - (A) S/he can qualify as a Live-In-Aide, choose not to include his/her income as part of the total Household income and sign a waiver of residual residency status.

OR

- (B) S/he can qualify as a Live-In-Aide, have his/her income included as part of the total

Household income and retain rights as a remaining member of the Household.

- (ix) A Live-In-Aide must reside with the Family. An occasional, intermittent multiple or rotating care givers typically do not reside in the unit and do not qualify as live –in-aides. Therefore an additional bedroom would not be approved for an aide under these circumstances. The Family Unit Size for any family consisting of a single person must be either a zero or one-bedroom Unit, as determined under the BHA Subsidy Standards.

(h) Exceptions to the Subsidy Standards

Exceptions to the above Subsidy Standard policies may be made if the BHA determines that such an exception is justified by the sex, age, health, Disability, handicap, relationship of the Family members, or other personal circumstances. However, for a Single Person who is not a Disabled Person, or an Elderly Person, such exception will not override (g)(2)(ix) above.

(i) When a Family May Rent an Apartment Larger than the Voucher Size

The Family may select a larger Apartment if the Family is willing to pay the difference between the rent and the approved subsidy and doing so would not require the Family to pay more than 40% of the Family's Monthly Adjusted Income for rent and utilities. The requested rent must be reasonable in comparison to similar unassisted units.

(j) When a Family May Rent an Apartment Smaller than the Voucher Size

The Family may select a smaller Unit than that which is listed on the Voucher in the following instances:

- (i) The Head of Household, if single, chooses to share a bedroom with another member of the Family of the same sex or with a child of the opposite sex of less than three years of age; or
- (i) There is at a least one bedroom or living/sleeping room of appropriate size for each two persons; or
- (ii) The State Sanitary Code requirements are met if on member of the Family is using or will use the living area as a sleeping area instead of a bedroom.

(k) Changes in an Applicant's Family Composition.

If the Family's composition has changed since their initial application, the Family must provide verification of the change. Changes in Family Composition must be reported within thirty (30) days from the date of the change. (See also sections 11.1.1(a), 10.1.3 and 10.1.4 for more regarding changes in Family Composition). The BHA will issue a Voucher of the appropriate bedroom size based upon the Family's current composition except in cases where the relationship, age (not generational gap), sex, health, disability or handicap of the Family members warrants the assignment of a larger Voucher Size than that which would result from a strict application of the above criteria. These exceptions must be documented and approved by Administrator or his/her designee.

5.5 Income Eligibility and Targeting

Persons meeting BHA income qualifications are those whose Annual Income at the time of Admission, does not exceed the income limits for occupancy established by HUD. The BHA posts Income limits separately in BHA offices and on its web site (www.bostonhousing.org).

5.5.1 Income Eligible Family

To be income eligible the Family must be a Family in any of the following categories:

- (a) A Family with an annual gross income equal to or less than 50% of Area Median Income (which is also known as “very low-income”);
- (b) A low-income Family that is Continuously Assisted under the 1937 Housing Act;
- (c) A low-income Family that currently resides in a BHA state subsidized public housing development, but is being displaced due to modernization or rehabilitation or other reasons due to no fault of the Family and the Family was initially eligible for BHA state subsidized public housing;
- (d) A Family residing in “expiring use” developments where the Family’s household income does not exceed 80% of Area Median Income (or “low- income”);
- (e) A Family residing in developments which are eligible for the receipt of enhanced Vouchers according to applicable law, may be eligible for the Section 8 program as long as the Applicant’s household gross income does not exceed 95% of area median income.

- (f) A low-income Family that qualifies for Voucher assistance as a non-purchasing Family residing in a HOPE 1 or Hope 2 project. (Section 8(o)(4)(D) of the 1937 Act (42 U.S.C. § 1437f(o)(4)(D));
- (g) A low- or moderate-income Family that is displaced as the result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low income housing as defined in 24 C.F.R. § 248.101.
- (h) A low-income Family that qualifies for Voucher assistance as a non-purchasing Family residing in a project subject to a Participant homeownership program under 24 C.F.R. § 248.173.
- (i) A low-income Family that is currently assisted by a State, City or any other subsidized housing program.
- (j) A low income (up to 80% of AMI) family that is referred by the VA for participation in the VASH program.

5.5.2 Targeting Requirements

The BHA will conduct “income targeting” as required by applicable law¹⁴ to ensure that 75% of all Section 8 tenant-based program waiting list Admissions go to Extremely Low-Income Families (those with incomes at or below 30% of the area median income). Income targeting requirements do not apply to Special Admissions (see section 3.6).

- (a) **“Continuously Assisted” families** are not subject to the aforementioned targeting requirements and need not be at 50% of Area Median Income or below to be eligible, as long as their income is low enough to qualify for some level of subsidy assistance.

The BHA considers a Family to be Continuously Assisted under the 1937 Housing Act if the Family is already receiving assistance under any 1937 Housing Act program when the Family is admitted to the Certificate or Voucher program.

A brief interruption between assistance under one of these programs and Admission to the Certificate or Voucher program shall not be considered a break in the continuity of assistance as long as:

¹⁴ See 24 C.F.R. section 982.201(b)(2)(i)

- (1) The Family was qualified to enter the subsequent program at the time participation in the prior program was terminated; and
- (2) The interruption of assistance was not caused by the Family's willful violation of program regulations; or
- (3) The termination of assistance under the earlier program was not due to the Family's violation of program regulations.

5.5.3 Determining and Verifying Family Income

During the eligibility interview and/or Recertification interview, the Applicant/Participant must certify any income, Assets, income deductions and income exclusions pertaining to an Applicant/Participant's Household. In conjunction with Applicant/Participant reported income, **Upfront Income Verification (UIV)** or **third party verification** is required to determine income eligibility and amount of the subsidy.

Income eligibility. The BHA bases Income eligibility for the program on annual gross Family income without taking into account any deductions.

Subsidy and monthly rent calculation. The monthly rent is determined by adding together gross income from all sources for all Family members, including income from Assets, and reducing that income by allowable deductions and income exclusions, in accordance with Federal (HUD) regulations.

See Section 4.3.3 for length of eligibility of income documentation and verification.

Projections of Annual Income shall be based on the best available information, with due consideration to the past year's income of all Family members, current income and effective date, and shall include projections for each income recipient in the household.

All forms of income, deductions, exclusions and Assets must be verified in accordance with BHA policy and HUD requirements. The following is a non-exhaustive list of information that may be accepted to verify income:

(a) Income from Employment

- (1) *Upfront Income Verification (UIV) (See section 4.3.2(a))*
- (2) A completed employment verification form (third party verification) stating the gross wages of the employee, including history or anticipated amounts of overtime or bonus to be earned by the employee, or

- (3) Pay stubs showing gross income for each pay period and all deductions taken for two consecutive pay periods;
 - (4) The income of workers employed on an irregular basis will be estimated based on verification of the best information available, with due consideration to earning ability and work history.
 - (5) Up to \$480 of earned income of an 18-year-old or older Full-time student will be counted. The student must verify full time status with a statement on the letterhead of an accredited educational institution stating that the student is enrolled as a Full-time student at that institution.
 - (6) The BHA may also require the tenant to produce additional information from the Internal Revenue Service (IRS) when annual income cannot be determined from the previous sources listed in this section. The BHA may request that the tax information be sent directly to the BHA using tax form 4506-T.
- (b) **Income from Governmental Agencies.** A statement from the appropriate agency (Social Security, Department of Transitional Assistance, Employment Security, etc), stating the amount of annual or Monthly Income provided, including the gross amount and any deductions taken.
 - (c) **Income from Retirement Accounts.** A statement from the source stating the amount of annual or Monthly Income provided, including the gross amount and any deductions taken

(d) Income from operation of a business or profession

- (1) Most recent audited financial statement of income and loss;
 - (2) Most recent tax return showing income and/or loss from the operation of a business or profession.
- (e) **Child Support, alimony, regular gifts and gambling proceeds**
 - (1) A statement from the individual, business or agency providing the income and the frequency and amount of income provided; and/or
 - (2) Signed release form allowing the BHA to obtain information from the State Division of Child Support.

(f) Income from Assets

- (1) *Definition of Assets.* Assets consist of bank accounts, trust funds, investments in stocks, bonds, certificates of deposit or money market funds, individual retirement accounts, and Keough accounts, life insurance, real property (buildings or land), or capital investments.
- (2) *Actual vs. Imputed Income.* Income from Assets shall be based on either the actual income received or Imputed Income based upon current passbook savings rates in accordance with federal and state regulations as applicable. For instance, actual interest received shall be used for interest bearing bank accounts, money market funds, rented property, etc. Imputed Income will be used for real property which is not rented, jewelry, coin collections, works of art and other non-income bearing Assets. If the value of the asset is more than \$5,000 the higher of Imputed Income or actual income received will be used.
- (3) Common household items such as furniture, clothing, and vehicles used for day-to-day transportation shall not be considered Assets for the purposes of calculating income.
- (4) Estimated bank withdrawal penalties, fees, and settlement costs used to determine cash value will be determined in accordance with the Code of Federal Regulations.
- (5) In the case of tenants who own real estate, the property tax assessment will be used to determine the fair market value of real estate.
- (6) If the Family claims to have inaccessible Assets or a trust that is not revocable or under the control of any Family member, it is up to the Family to prove such inaccessibility with reasonable, sufficient, valid documentation. Any income distributed from the trust or any other inaccessible asset will be considered when determining the Family's annual income.
- (7) Types of verification that will be accepted for purposes of determining the value and income received from an asset include:
 - (i) The BHA shall collect asset information from Participants annually. The BHA must verify asset information every three years, but may choose to verify assets at any certification.
 - (ii) For a family with net assets equal to or less than \$5,000, the BHA may accept a family's declaration that it has net assets equal to or less than \$5,000 without taking additional

steps to verify the accuracy of the declaration. The BHA must obtain third-party verification of all family assets every three years (24 CFR 982.516(3)(ii)).

- (iii) Third Party Income Verification form filled out by a financial institution;
- (iv) Original passbook for passbook savings accounts;
- (v) Most recent (no older than one year) appraised value of real property owned provided it's reflective of fair market value, in the form of property tax bill or appraisal from a Real Estate Appraiser; and
- (v) Appraised valuations of any non-essential personal Assets such as jewelry, coin collections, antiques or classic cars.

(g) **Income from financial assistance for higher education.**

(1) Income from financial assistance for higher education includes any amounts received in excess of tuition, fees and charges as defined by the Department of Education.

(h) **Verification of childcare expenses or care of Disabled Family Member deductions.** This deduction is available for any **reasonable** childcare expenses to enable a Family member to be employed (including a family member on a leave of absence from his/her job with an anticipated return); actively seek employment, or to further his or her education. Such expenses are amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to actively seek employment, be gainfully employed, or to further his or her education. The deduction will not be granted for any amount that is reimbursed.

In determining whether childcare expenses are reasonable, the BHA will verify that a family member is engaged in an eligible activity and that the time spent at the eligible activity is commensurate to the child care expense.

Verification required:

- (1) Statement from the provider of childcare or care of Disabled Person who is a Household Member of the amount of payment made on a periodic basis by the Applicant and proof of payment (e.g., cancelled check, money order receipt, IRS-1099 Form, etc.).
- (2) Third party verification will be required: from employer verifying employment ; from employer

verifying leave of absence and anticipated return date; letter from educational institution verifying student status ; verification of unemployment benefits or self-certification that he/she is seeking employment.

- (i) **Verification of Medical Deductions.** This deduction is available to an Elderly or Disabled Family (i.e., in which the Head of Household or spouse is 62 years of age or older or is a Disabled Person). The BHA requires third party verification of un-reimbursed medical expenses for any Family member paid within the last twelve months. Eligible health and medical care expenses are defined as costs incurred for the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body

Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period which annual income is computed. Medical insurance premiums continue to be eligible health and medical care expenses. However, health and medical care expenses may be deducted from annual income only if they are eligible and not otherwise reimbursed and may only be deducted for elderly or disabled families. The BHA will utilize medical deductions in accordance with IRS Topic 502 nonexhaustively.

(j) **Verification of Disability Assistance Expenses**

This deduction is available for ***un-reimbursed*** attendant care and auxiliary apparatus expenses for each member of the Family who is a Disabled Person, to the extent necessary to enable any member of the Family (including but limited to the member who is a Disabled Person) to be employed. This deduction may not exceed the earned income received by Family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.

- (k) **Verification of Permanent Residence at a Hospital**

The income of a Family member confined to a long-term health care facility, as well as the deductions for their care may be excluded from consideration.

- (l) Exclusions from Income include but are not limited to the following (for a complete list refer to 24 C.F.R. 5.609(b))

- (1) Annual income does not include the following:
Income from employment of children (including foster children) under the age of 18 years.

- (2) Payments received for the care of foster of children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
- (3) Lump sum additions to family assets, such as inheritances, insurance payments, (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses, except as provided 5.5.3(b).
- (4) Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member.
- (5) Income of a *live in aide* as defined in Section 5.4.2 (g)
- (6) Education fees- financial assistance that is equal to tuition and any mandatory fees or charges in addition to tuition
- (7) The special pay to a family member serving in the armed forces who is exposed to hostile fire.
- (8) Amounts received under training programs funded by HUD.
- (9) Temporary, nonrecurring or sporadic income (including gifts).

Income received as part of a guaranteed income pilot shall be considered temporary and therefore excluded from annual income determinations

- (10) Earnings in excess of \$480 for each full time student 18 years or older excluding the head of household and spouse.
- (11) Adoption assistance payments in excess of \$480 per adopted child.
- (12) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

5.5.4 Zero Income

When a Family reports zero income, the BHA may require the Household to complete a budget or statement of financial responsibility. If the Family owns a motor vehicle, a telephone, or has other evidence of some form of expenditures reflecting income, the Family will be asked to explain the source of funds supporting such cash expenditures

In addition, adult Family members will be required to sign releases allowing the BHA to obtain verification of no-income from sources such as Dept. of Transitional Assistance, Internal Revenue Service, Department of Revenue, Social Security Administration, Employment Security and Veterans Affairs.

(a) Frequency of Zero Income Recertification

The BHA may require a zero income Participant to recertify every month. The BHA will review EIV quarterly until an Annual Income is determined..

5.6 Review of Citizenship and Eligible Immigration Status

Each Applicant/Participant's status as a U.S. Citizen, Eligible Non-Citizen or ineligible Non-Citizen must be verified except as indicated below. Determination of eligibility or partial eligibility for subsidized housing is affected by Citizen or Non-Citizen status. At least one Household Member must be a Citizen or Eligible Non-Citizen.

5.6.1 What Evidence Will Be Required.

Evidence of U.S. Citizenship or "Eligible Immigration Status" will be required to be submitted for all Family members regardless of their age, except as indicated below. **If you choose not to contend that you are a Citizen or have eligible immigration status you must** complete a form electing not to contend to such status

(a) **If You Are a U.S. Citizen:**

A signed Declaration of U.S. Citizenship

(b) **If You Are a Non-Citizen Who is Age 62 or Over:**

A signed Declaration of "Eligible Immigration Status". You will also need to provide a "proof of age" document.

(c) **If You Are a Non-Citizen Who Does Not Fall into One of the Categories Above:**

A signed Declaration of "Eligible Immigration Status," a signed Verification Consent Form **and** you must provide **the original** of one of the documents listed below:

- (1) Registered Alien Card: U.S. Immigration and Naturalization Service ("INS") I-551 Form;
 - (2) Arrival /Departure Record: INS I-94 Form; with one of the following annotations:
 - (i) "Admitted as Refugee pursuant to Section 207;"
 - (ii) "Section 208" or "Asylum;"
 - (iii) "Section 243(h)" or "Deportation stayed by Attorney General;" or
 - (iv) "Paroled pursuant to Section 212(d)(5) of the INAA."
 - (3) Arrival /Departure Record: INS I-94 Form, not annotated, accompanied by one of the following documents:
 - (i) A final court decision granting asylum to which no appeal was taken;
 - (ii) A letter from an INS Asylum Officer granting asylum (if application was filed on or after October 1, 1990) or from an INS District Director (if application filed before October 1, 1990);
 - (iii) A court decision granting the withholding of deportation; or
 - (iv) A letter from an INS Asylum Officer granting withholding of deportation (if application was filed on or after October 1, 1990).
 - (4) Temporary Participant Card: INS I-688 Form, which must be annotated with the notation of either "Section 245A" or "Section 210;"
 - (5) Employment Authorization Card: INS Employment Authorization Card I-688B Form, which must be annotated with the notation either: "Provision of Law 274a.12(11)" or "Provision of Law 274a.12;" or
 - (6) Receipt from the INS indicating Application for Issuance of a Replacement Document.
- (d) Eligible Immigration Status for all Non-Citizen Family members must be verified through the INS unless there is an election not to contend or all Family members are 62 years of age or older and have submitted proof of age and a declaration of eligible non-Citizen status.

5.7 Review of Criminal Offender Record Information (CORI)

The BHA uses criminal offender (CORI) records obtained from law enforcement agencies to screen Applicants for eligibility to the HCVP. All Applicants are advised in writing that criminal activity by any Applicant may be a cause for denial to the Section 8 Program. To determine eligibility the BHA reviews a Criminal Offender Record Information ("CORI") report from the Massachusetts Department of Criminal Justice Information Services ("DCJIS"), or a similar entity in another state, if the Applicant has not been residing in Massachusetts for the past two (2) years. The BHA will pay costs associated with obtaining criminal record reports.

The BHA will request CORI for an Applicant who is fourteen (14) years of age or older in accordance with State and federal law. The BHA will does not have access to any juvenile offender information. The BHA shall review CORI for an applicant who is 14 or older that is or was tried as an adult.

In conducting a review of an applicant's history of criminal activity the review shall be limited to a period of three (3) years for criminal activities which would be punishable as a misdemeanor or equivalent level of culpability under local law and seven (7) years (except where the Housing Authority has an obligation to ban applicants whose criminal activity is subject to mandatory denial) for an activity which would be punishable as a felony or equivalent level of culpability under local law. The time period shall run from the date of conviction or the release date, whichever is later.

The Housing Authority may deny an applicant whose criminal record shows a pattern of violent criminal activity, or activity that is inherently violent, even though the activity has occurred outside of the time frame set out above.

For the purposes of CORI certification, the BHA must verify the identity of the Applicant with a form of government-issued photographic identification (if photographic identification is unavailable the BHA may accept proof of birth). The BHA will obtain the following information on the CORI request form to ensure the correct identity of the Applicant:

- Full Name;
- Maiden name or Alias;
- Date of Birth;
- Place of Birth;
- Social Security Number (requested but not required);
- Mother's maiden name;
- Former addresses;
- Sex;
- Height;
- Weight; and
- Eye Color

- Other information as required under State or federal law.

If the BHA obtains criminal record information showing that an Applicant Family member has been convicted of a crime relevant to eligibility, the BHA will notify the Applicant of the proposed denial and provide the subject of the record and the Applicant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information. The BHA may also consider evidence that any criminal activity was directly related to or resulting from incidents of Domestic Violence, Dating Violence, Stalking, or Sexual Assault as Mitigating Circumstances. The BHA will send the Applicant a letter offering the Applicant the opportunity to provide information by mail to dispute, resolve, or mitigate the criminal record information. The BHA will also provide the Applicant and the subject of the criminal record with a copy of the criminal record and let the Applicant know which portion of the record appears to make the Family ineligible. Upon receipt of additional information from the Applicant, the BHA will review the information and inform the Applicant of the decision.

5.7.1 Use and Maintenance of CORI

The BHA will use, maintain, and destroy CORI in accordance with 803 CMR § 5.00

No BHA employee shall disseminate or retain CORI for any purpose other than that expressly permitted by law. No BHA employee shall disseminate CORI to any individual other than an individual involved in the Applicant Certification process who is expressly authorized to have access to CORI.

CORI shall be destroyed when the Applicant to whom it pertains has been housed or has received a subsidy. If an Applicant has been determined ineligible for housing or subsidy, the Applicant's CORI shall be destroyed three (3) years from the date of the application's rejection, or after all administrative and judicial proceedings concerning the rejection are exhausted, whichever is later.

An Applicant shall be determined eligible on the basis of all other HCVP criteria before eligibility is determined on the basis of CORI.

5.8 Required Release Forms

All Adult Family members will be required to execute the following releases of information or sign information forms as appropriate:

- (i) The single standard **Release of Information** form that is to be signed by the Applicant and each adult Family member;
- (ii) Non-Citizen Rule– Verification of Consent for all Family members;
- (iii) One copy of the **CORI Release of Information** form advising the Family member that CORI will be used on all persons fourteen (14) and over; and

(iv) The **Privacy Act Notice**.

Note: Refusal to sign these forms or other documents required to process the application, complete Recertification, or conduct screening will result in the withdrawal of the application or termination of the subsidy. The BHA has discretion to determine what constitutes adequate and credible documentation. If staff has doubts about the veracity or reliability of information received, they may examine alternative methods of verification with the Applicant or third parties until they are satisfied that the documentation is reliable or that reliable documentation is unattainable. The BHA will not offer housing to an Applicant who has failed to provide requested documentation or to identify sources who can provide documentation which demonstrates the ability of the Family to comply with the essential obligations of the Lease or meet other eligibility requirements.

5.9 Briefing Session

If the Applicant is determined eligible for the HCVP, the BHA will provide a letter inviting them to a briefing session.

If the Applicant is ineligible, the BHA will give them a letter stating the reason for ineligibility and informing the Family of their right to request an informal review of the determination or a reasonable accommodation. The letter will also include a description of the process for obtaining such a review. Failure to attend the briefing session will result in withdrawal from the waiting list.

5.9.1 Issuing Vouchers

At the briefing session, the BHA will issue the Family a Voucher. The size of the Voucher will be in accordance with the BHA Subsidy Standards.

5.9.2 Conducting Briefing Sessions

The BHA will provide briefing sessions when necessary. Applicants may supply their own interpreter, but the BHA will take reasonable steps to assure meaningful access by Disabled Persons and persons with limited English ability in accordance with section 1.3.4 of this Administrative Plan. At the briefing session the Voucher will be issued to the Family. The instructor will orally brief the Family and supply them with an information packet regarding the rules of the program.

- (a) **Oral Briefing.** When the BHA selects a Family to participate in a tenant-based program, the BHA will give the Family an oral briefing. The briefing must include information on the following subjects:

- (1) A description of how the program works;
- (2) Family and Owner responsibilities; and

- (3) Where the Family may Lease a Unit, including renting a dwelling Unit inside or outside the BHA Jurisdiction, and any information on selecting a unit that HUD provides;
 - (4) For a Family that qualifies to Lease a Unit outside the BHA Jurisdiction under Portability procedures, the briefing must include an explanation of how Portability works. The BHA may not discourage the Family from choosing to live anywhere in the BHA Jurisdiction, or outside the BHA Jurisdiction under Portability procedures;
 - (5) If the Family is currently living in a high poverty census tract in the BHA's Jurisdiction, the briefing must also explain the advantages of moving to an area that does not have a high concentration of poor families;
 - (6) In briefing a Family that includes any Disabled person, the BHA must take appropriate steps to ensure effective communication in accordance with 24 C.F.R. § 8.6 and 28 C.F.R. Part 35 ,Subpart E, and must provide information on the reasonable accommodation process.
- (b) **Information packet.** When a Family is selected to participate in the program, the BHA will give the Family a packet that includes information on the following subjects:
- (1) The term of the Voucher, and BHA policy on any extensions or suspensions of the term. If the BHA allows extensions, the packet must explain how the Family can request an extension;
 - (2) How the PHA determines the amount of the Housing Assistance Payment for a Family, including:
 - (i) How the PHA determines the Payment Standard for a Family; and
 - (ii) How the PHA determines the Total Tenant Payment for a Family.
 - (3) How the BHA determines the maximum rent for an assisted unit;
 - (4) Where the Family may Lease a Unit. For a Family that qualifies to Lease a Unit outside the BHA Jurisdiction under Portability procedures, the information packet will also include an explanation of how Portability works and the list of city of towns that the BHA services;
 - (5) The HUD-required "tenancy addendum" that must be included in the Lease;

- (6) The form that the Family uses to request BHA approval of the assisted tenancy, and an explanation of how to request such approval;
- (7) A statement of the BHA policy on providing information about a Family to prospective Owners;
- (8) BHA Subsidy Standards, including when the BHA will consider granting exceptions to the standards as allowed by 24 C.F.R. 982.402(b)(8), and when exceptions are required as a reasonable accommodation for persons with disabilities under Section 504, the Fair Housing Act, or the Americans with Disability Act
- (9) The HUD brochure on how to select a unit;
- (10) Information on federal, State and local fair housing and equal opportunity laws, the contact information for the Section 504 Coordinator, a copy of the housing discrimination complaint form and information on how to request a reasonable accommodation or modifications (including information on requesting exception payment standards a reasonable accommodation) under Section 504, the Fair Housing Act, and the Americans with Disability Act. the phone number for the Fair Housing Complaint Hotline(currently 1-800-669-9777 or TTY 800-887-8339 for persons with hearing or speech impairments);
- (11) A list of landlords or other parties known to the BHA who may be willing to Lease a Unit to the Family, or help the Family find a Unit;
- (12) Notice that if the Family includes a Person with a disability, the BHA is subject to the requirements under 24 C.F.R. 8.28 (a)(3) to provide a current listing of accessible units known to the BHA and if necessary other assistance in locating an available accessible dwelling unit;
- (13) Family obligations under the program;
- (14) The advantages of areas that do not have a high concentration of low income families which may include, access to accessible and high-quality housing, transit, employment opportunities, educational opportunities, recreational facilities, public safety stations, retail services, and health services; and

- (15) A description of when the PHA is required to give a participant family the opportunity for an informal hearing and how to request a hearing.
 - (16) The BHA Family Break-Up Policy and the Residual Family Policy.
- (c) Providing information for persons with Limited English Proficiency (LEP). The PHA must take reasonable steps to ensure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and HUD's implementing regulations at 24 CFR part 1.

CHAPTER 6: Denial of Voucher and Applicant Appeals

6.1 Denial of a Voucher

The BHA may deny eligibility for the reasons set forth below.

The BHA shall not automatically deny an applicant based on the presence criminal history.

The BHA review of criminal history only considers convictions and charges awaiting trial for drug related, violent, and other criminal activity that could affect the health and safety of others potentially living nearby.

The BHA shall not consider arrests, cases that were continued without a finding as a means of probation, or charges that did not get prosecuted. Convictions for crimes such as larceny and other non-violent, non-drug related criminal activity are generally not considered unless, the BHA determines that the activity might affect the health and safety of other in the area. For example, illegal possession of a firearm or ammunition is not dangerous in itself, but may be considered to affect the health and safety of others.

6.1.1 Definitions

- (a) **Denial** means a BHA action which denies listing on the BHA waiting list, denying or withdrawing a Voucher, refusing to enter into a HAP Contract or approve a Lease or refusing to process or provide assistance under Portability procedures.
- (b) **Drug Related Criminal Activity** means:
 - (i) The manufacture, sale, distribution, or use, or the possession with intent to manufacture, sell or distribute a controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. § 802);
 - (ii) The use or possession (other than with intent to manufacture, sell or distribute) of a controlled substance, except that such use or possession must have occurred within one year before the date that the PHA provides notice to an Applicant to deny Admission pursuant to 24 C.F.R. § 982.553.
- (c) **Violent Criminal Activity**: means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or to be reasonably likely to cause, serious bodily injury or property damage.
- (d) **Denial Due to Domestic Violence.** The BHA will not deny the assistance of a Family solely for the reason of being a victim of Domestic Violence, Stalking, Sexual Assault, or Dating Violence,

unless there is an actual or imminent threat to other tenants or those employed at or providing service to the property if that tenant is not denied the assistance. See also section 1.2.5.

6.1.2 Mandatory Denial

The Family must be denied a Voucher, even if they are otherwise eligible:

- (a) If any Family Member fails to sign and submit Consent forms for obtaining information in accordance with this Administrative Plan and 24 C.F.R. part 5, subpart B and F.
- (b) If any Family Member fails to submit required evidence of citizenship or eligible immigration status (or non-contending forms) in accordance with 24 C.F.R. part 5, subpart F and Section 5.6 of this Administrative Plan.
- (c) If any Family Member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the Premises of federally assisted housing, the BHA will permanently prohibit Admission to the Section 8 program.
- (d) If any Family Member is subject to a lifetime registration requirement under a State sex offender registration program in Massachusetts or any other State.
- (e) If any Family Member has been evicted from federally assisted housing within the last three years for Drug Related Criminal Activity. However, the BHA may admit the Family if the BHA determines:
 - (1) That the evicted Family Member who engaged in the drug-related criminal activity has successfully completed a supervised drug rehabilitation program.
 - (2) That the circumstances for leading to eviction no longer exist (for example, the criminal Family Member has died or is serving a lengthy prison term).
- (f) If the Family member is currently engaged in illegal use of a drug.
- (g) If the BHA determines that there is reasonable cause to believe that a Family member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the Premises by other residents.
- (h) If the BHA determines that it has reasonable cause to believe that a Family member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the Premises by other residents.

6.1.3 Discretionary Denial

The BHA may deny a Family a Voucher, even if they are otherwise eligible, if any Family member:

- (a) ***Owes uncollected rent and/or miscellaneous charges***, such as, court costs, constable fees, or other related fees arising during the Applicant's receipt of benefits from any program administered by the BHA or Other Publicly Assisted Housing Program.
- (b) Has failed to reimburse the BHA or another PHA for rent or any other amount paid to an Owner under a contract or Lease provision;
- (c) Has committed fraud, bribery, or any other corrupt or criminal act in connection with any state or federal housing assistance program; (See also 4.2)
- (d) Has violated any Family obligation under the Section 8 Program as stated in 24 C.F.R. § 982.551 or listed in section 13.5.2;
- (e) Has breached an agreement to repay a debt to the BHA;
- (f) Any Family member is currently engaged in, or has engaged in during a reasonable¹⁵ time before the Admission:

(1) Drug Related Criminal Activity;

- (i) The BHA may not deny assistance due to use or possession of a controlled substance by a Family member if the Family member can demonstrate that s/he has an addiction, has a record of an addiction, or is regarded as having an addiction to a controlled substance, and is recovering or has recovered from such addiction and does not currently use or possess a controlled substance. The BHA may require a Family member who has engaged in the illegal use of a controlled substance to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the Unit (see also section 6.1.5(c)).

(2) Violent Criminal Activity;

¹⁵ For the purposes of this provision, reasonable will depend on the individual circumstances.

- (3) Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the Premises by other residents or persons residing in the immediate vicinity; or
- (4) Other criminal activity which may threaten the health or safety of the Owner, property management staff, or persons performing a contract administration function on behalf of the BHA (including a BHA employee or a BHA contractor, subcontractor, or agent).
- (g) Has engaged in or directed abusive, threatening or violent behavior toward BHA personnel;
- (h) Has been evicted from federally assisted housing in the last five years; or
- (i) If a PHA has ever terminated assistance under the program for any member of the Family.

6.1.4 Denial of Eligibility and Notice to Applicant

- (a) *Opportunity to Mitigate criminal record prior to denial of eligibility.* If the BHA would otherwise deny Admission based upon information contained in an accessed criminal record, the BHA will give the Applicant Family an opportunity to mitigate or dispute the accuracy and relevance of that record in accordance with 24 C.F.R. § 982.553(d). See also section 6.1.5.

The BHA will notify the Applicant of the proposed denial and provide the subject of the record and the Applicant a copy of such information, and an opportunity to dispute/mitigate the accuracy and relevance of the information. The BHA will send the Applicant a letter offering the Applicant the opportunity to provide information by mail to dispute, resolve, or mitigate the criminal record information. The BHA will also provide the Applicant and the subject of the criminal record with a copy of the criminal record and let the Applicant know which portion of the record appears to make the Family ineligible. Upon receipt of additional information from the Applicant, the BHA will review the information and inform the Applicant of the decision. (See also section 5.7 for more information on criminal record reports)

- (b) *Notice of Denial to Applicant.* When the BHA determines, based on a preponderance of the evidence, that an Applicant Family is ineligible for one of the reasons stated above, the BHA will notify the Applicant in writing that the BHA is denying assistance for the program. The BHA will notify the Applicant of the reason for the decision and the information relied upon in reaching the decision. The notice will include:

- (1) The ground(s) for denial;
 - (2) That the Applicant has twenty (20) days, or thirty (30) days for action taken under HUD non-citizen rule cases, to request in writing an informal review with the BHA to review denial;
 - (3) That the Applicant shall have a right at the informal review (see section 6.2) to review their file at the review or prior to the review, to present a defense to the adverse information, present evidence or information which might warrant an approval for Section 8 Assistance;
 - (4) That if an Applicant believes the adverse information is incorrect and wishes to pursue modification or correction of the criminal record, (s)he can request that the BHA keep the Applicant's application open for 90 days for such purpose;
 - (5) That the Applicant has a right to request that the BHA consider a Reasonable Accommodation in evaluating said Applicant's eligibility if (s)he is disabled or handicapped as defined in 29 U.S.C. § 706(8)(B) or other applicable law.
- (c) *Withdrawal.* If an Applicant is deemed ineligible for the Section 8 Program, they will be withdrawn from all Section 8 waiting lists.

6.1.5 Consideration in Certain Denials

- (a) *Consideration of circumstances generally.* The BHA has the discretion to consider all of the circumstances in each case including, but not limited to, the seriousness of the offense, the extent of the criminal history, the extent of participation by Family members, and the effects that denial will have on Family members not involved in the alleged activity.
- (b) *Reasonable Accommodation.* The BHA shall consider a request for Reasonable Accommodation by an Applicant who has a disability or handicap, has a record of a disability or handicap, or is perceived as having a disability or handicap. The BHA will follow its Reasonable Accommodation Policy to determine whether or not an Accommodation should be made for an Applicant who is a Disabled Person.
- (c) *Mitigating Circumstances.* The BHA shall consider mitigating circumstances such as active participation in, or completion of, a supervised drug treatment program.
- (d) *Admission of a portion of the Family.* The BHA may, in its discretion, admit only a portion or certain members of the Family

to the HCVP, if there is sufficient evidence that the Family member who engaged in the alleged activity will not reside in the Unit or if the Head of Household certifies that the Family Member who engaged in the alleged activity will not reside in the Unit.

- (e) *Project based vs. tenant-based assistance.* The BHA may consider whether the Applicant is to receive project based assistance, which has as one of its components supportive services that may be appropriate for the Applicant.
- (f) *Domestic Violence.* The BHA may consider an incident or incidents directly related to Domestic Violence, Dating Violence, Stalking, or Sexual Assault as mitigating circumstances when the incident or incidents of Domestic Violence, Dating Violence, Stalking, or Sexual Assault is directly related to the reason for denial.

6.2 Informal Reviews for Applicants

6.2.1 Right to an Informal Review

Applicants who are determined Ineligible for Admission, issued a Notice of Withdrawal, or denied Priority status or Preference(s) by the BHA will be sent a notice that:

- (a) Informs the Applicant of the reason(s) for Ineligibility, withdrawal or denial of Priority status or Preference(s);
- (b) Advises the Applicant of his/her right to contest the decision in an informal review provided a written request for a hearing is received within twenty (20) calendar days of the date the Notice of Denial is issued. The request must be in writing and must state clearly the basis for requesting the informal hearing and be sent to the address provided on the notice;
- (c) Advises the Applicant of his/her right to contest the CORI information in accordance with Federal and/or State law if that is the basis for determination of Ineligibility;
- (d) Advises the Applicant that if s/he has a disability, not previously disclosed, that the disclosure of such condition would lead to the consideration of Mitigating Circumstances and/or a Reasonable Accommodation, if related to the disability. Advises the Applicant that if s/he requests a Reasonable Accommodation at the time of or after requesting an informal hearing, the hearing officer will make the decision regarding the accommodation;
- (e) Advises the Applicant that if s/he has been the victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault, that such situations could be considered as Mitigating Circumstances if they are directly related to the negative information. Advises the

Applicant that if s/he requests consideration of Mitigating Circumstances at the time of or after requesting an informal hearing, the hearing officer will make the decision regarding the circumstances;

- (f) Provides a description of BHA's informal review process and advises Applicants that they have the right to be represented by an attorney or other individual at the informal review, review the contents of their file in advance of the hearing, and the right to submit additional documents and evidence and to testify at the review;
- (g) The hearing officer may consider mitigating circumstances or a reasonable accommodation presented at the hearing when determining whether or not to deny the assistance of an applicant.

6.2.2 Hearing Procedures

(a) Time to Request an Informal Review

The time to request an informal review shall be twenty (20) days from the date of notice of withdrawal, denial of assistance to the Family, denial of Priority and/or Preference, denial of a place on the appropriate waiting list, or denial of issuance of a Voucher, except in Non-Citizen Rule cases where the time period shall be thirty (30) days from the date of the notice of denial of assistance for any Family member. The BHA will grant a request for a hearing when an Applicant submits a late request, together with evidence of compelling circumstances that prevented the Applicant from requesting a hearing within the twenty (20) days. Late requests will be considered by the Administrator of Grievances and Appeals or his/her designee for thirty (30) days beyond the initial appeal period. ,

(b) Scheduling the Informal Review

When the BHA receives the Applicant's written request the Department of Grievances and Appeals ("DGA") will schedule an informal review. The DGA will notify the Applicant in writing of the date, time and place of review. The BHA will send the notice to the Applicant's address of record. The notice shall also restate the Applicant's rights to present evidence and testify, review his/her file, request a Reasonable Accommodation or interpreter and right to be represented by an attorney or other individual at the hearing. The review shall be held at a convenient time and at an accessible location for applicant and the BHA. If an Applicant requests an Reasonable Accommodation that pertains to the how the hearing itself will be conducted the DGA Administrator will decide the accommodation request. If an Applicant requests a Reasonable Accommodation that pertains to the underlying decision, the request will be forwarded back to the Department for review. All requests will be processed in accordance with the BHA Reasonable Accommodation policy.

- c) ***Default and Rescheduling.*** The DGA will issue a Default if the Applicant does not appear in the DGA within 15 minutes of the scheduled time and did not submit a written request to reschedule prior to the hearing. A hearing maybe rescheduled once for any reason without verification, provided that a written request is submitted on or before the date of the hearing. Second and subsequent requests must be supported by evidence of compelling circumstances that would prevent the applicant from attending. Reschedule requests submitted after the hearing date must be submitted within 30 days of the hearing date and must be supported by evidence of compelling circumstances that prevented the applicant from attending and, if applicable, prevented the Applicant from submitting a request to reschedule prior to the hearing date. The Applicant will be withdrawn from the waiting list if the Applicant does not attend the informal review and did not attempt to reschedule.
- (d) **Compelling Circumstances** – when analyzing whether or not a applicant’s reasons for requesting a late hearing or failing to attend a hearing are compelling, the Grievances and Appeals Administrator or his/her designee will consider the written facts or circumstances submitted by the applicant together with any documentary evidence in support of his/her request. The determination will be based on the following factors: (1) How quickly the applicant has attempted to remedy the request/default; (2) the nature of the applicant's explanation; (3) whether or not the applicant could have prevented the untimeliness; (4) whether or not granting a late hearing/removing default would produce a harsh or unfair result. ***Please Note the review will be based solely on the documents submitted, no hearing will be scheduled to determine compelling circumstances.***

Failure to receive the adverse notice or hearing notice will not be considered a compelling circumstance if the applicant did not receive the notice because of his/her failure to give the BHA the correct and most current address.

6.2.3 Applicant Rights during the Informal Review

During the hearing, the BHA will put forth its evidence in support of a determination of Ineligibility, Withdrawal, or denial of Priority status or Preference(s). The Applicant will have an opportunity to present evidence and testimony rebutting the basis for the BHA’s determination.

6.2.4 Due Process Requirements

The informal review will conform to the following due process requirements:

- (a) An employee of the BHA who did not participate in the original decision must conduct the review.
- (b) The hearing officer must base the decision solely on evidence presented at the hearing as well as any evidence previously received by the BHA. All evidence submitted at the hearing shall be considered de novo, and the matter shall not be remanded to the Leased Housing Division or Occupancy Department for reconsideration due to submission of new evidence.
- (c) The Applicant and/or his/her representative has a right to inspect the file prior to the review, provided the Applicant provides BHA with written authorizations permitting the representative to have access to the contents of the Applicant's file and/or CORI.
- (d) Either the Applicant or the BHA may request after close of the review that the record remain open for a reasonable time for submission of new evidence. At the discretion of the hearing officer, the date may be only extended for good cause (such as the inability of the Applicant for reasons outside his/her control to provide a particular document by the requested date). Written notice of the record being held open, the cause for an extension if any, and the date the record will close will be given to the Applicant and kept in the BHA case file.

6.2.5 Informal Review Decisions

After the informal review, all Applicants will be sent an “**Informal Review Decision**” from the BHA hearing officer. This notice shall:

- (a) Provide a summary of the review;
- (b) Provide the decision of the hearing officer, together with findings and determination;
- (c) Provide an explanation of the regulations and/or other applicable provisions utilized in making the decision;

6.2.6 Reversal of BHA's Determination of Ineligibility

If the BHA **reverses** the determination to deny the Applicant assistance or Priority or Preference status, the application will return to its appropriate place on the waiting list(s) for all programs previously selected by the Applicant. The BHA will restore the status or position in accordance with the determination.

6.2.7 Confirmation of the BHA's Determination of Ineligibility

- (a) If the decision or an appeal **upholds** the determination of Ineligibility the Applicant may submit a new application for admission at a time when a waiting list is open but no earlier than eighteen (18) months after the after the initial determination of ineligibility by Leased Housing. This period of time may permit the Applicant and/or Household Member to correct the behavior or situation that resulted in rejection. A shorter period, as determined by the Authority, to be appropriate under the circumstances of the rejection, or any new Application, may be allowed.
- (b) Applicants who are withdrawn may submit a new Application at any time provided a waiting list is open.
- (c) Applicants denied Priority Status, Preference(s), or Reasonable Accommodation may re-apply for the same or a different Priority or Preference at any time provided a waiting list is open except as provided for in this policy.

CHAPTER 7: FINDING AND LEASING APPROVABLE HOUSING

7.1 Searching for Housing

The Housing Choice Voucher (Voucher) is the Family's authorization to search for housing. The Family receives the Voucher after the BHA selects the Family from the waiting list, determines the Family's eligibility for assistance, and conducts the program briefing. Upon issuance of a Voucher, the housing search process begins. Once the Family selects a potential Apartment, the BHA begins its process of approving or denying the assisted tenancy.

The Leasing Officer will refer a Family to special BHA housing counseling programs, if available, and non-BHA housing search assistance as appropriate. The BHA will make an Apartment listing and maps of Boston available at its central office located at 52 Chauncy St. and online at www.bostonhousing.org

7.1.1 Assisting the Family in Responding to Suspected Discrimination

When the Family believes it may have been discriminated against while attempting to find or lease a Unit, the Leasing Officer will instruct the Family to complete the HUD Discrimination Complaint Form and also file a complaint with the Massachusetts Commission Against Discrimination ("MCAD"). The BHA provides both forms to all Applicants at their briefing session. If necessary, the Leasing Officer will help the Family to complete the required discrimination forms. The Leasing Officer may also refer the Family to the BHA Office of Civil Rights for assistance in filing a discrimination complaint. Finally, the Family will be provided with the address and phone numbers of agencies which may be able to provide legal assistance including, but not limited to: Greater Boston Legal Services, the Lawyers Committee for Civil Rights, and the Greater Boston Fair Housing Center.

7.2 Voucher Term

7.2.1 Term Length

A Voucher has an initial term of 120 days. The term of the Voucher is the amount of time that a Family has to find approvable housing. Vouchers will expire 120 days from the date of the issuance unless the BHA suspends or extends the term of the Voucher. See sections 7.2.4 and 7.2.5. The Voucher will state the expiration date.

7.2.2 Expiration

The Voucher expires automatically on the date indicated on the Voucher unless the Voucher term changes due to an extension or suspension. See section 7.2.4. The initial Voucher states the expiration date

7.2.3 Withdrawal

The BHA may withdraw the Family's Voucher at any time if the BHA finds that the Family violated any of the Family obligations as listed in 24 C.F.R. § 982.551 or section 13.4 of this Administrative Plan.

7.2.4 Voucher Suspension Policy

For the purposes of this section Suspension or Tolling means that the term of a Voucher does not continue to run when a Family submits the Request for Tenancy Approval ("RTA") until the time the BHA approves or denies the request, or the RTA expires.

The RTA will expire if the Owner does not schedule an inspection appointment within sixty (60) days from the date the RTA is received by the BHA Inspection Department. The Suspension time will accrue until the RTA is no longer valid. The BHA will process one RTA per Family at a time. A Family may withdraw a RTA at any time. The BHA will notify the Family in writing of the new expiration date and the Suspension calculations by sending the Family an Agency Determination Form.

Suspension Example:

- i. Voucher issued: May 1; Expiration date: August 31
 - ii. Family submits the RTA: May 15
 - iii. BHA denies the RTA: May 24 (Tolling/Suspension Time: 9 days)
 - iv. New Voucher expiration date: September 9
- (a) *Calculation of new term.* If the Voucher was suspended because the Voucher holder submitted a RTA that is no longer valid, the Leasing Officer will use the Agency Determination Form to notify the Voucher holder in writing of the new Voucher expiration date. The BHA calculates the new expiration date by adding the number of days between the date the RTA was submitted and the date the RTA became invalid to the initial expiration date.
- (b) *Additional suspension time for repairs to the Unit.* If a Family submits a RTA, but the Apartment fails inspection and the Owner needs more time to bring it up to acceptable condition, or if the Apartment cannot be inspected immediately (e.g.; if the Apartment is being rehabilitated), the Inspections Department will give the Owner 30 days to make repairs. The BHA has sole discretion to decide if such additional time shall be granted.
- (c) If a Family submits a Request for Reasonable Accommodation the BHA will toll the voucher in accordance with the above calculation from the time the request is received until the Leased Housing Department issues a determination of the request.

7.2.5 Extension of Search Time

- (a) *Generally.* A Family may apply for an extension by notifying the BHA in writing that they require more time to search for an Apartment. The BHA shall use its discretion to grant a Family requesting an extension of their Voucher term. The BHA will not grant a Voucher extension after the initial Voucher term expires. The BHA will give the Family written notice of an extension and the new expiration date by using the Agency Determination Form.
- (b) *Circumstances for extension.* The BHA may grant extensions under each of the following non-exhaustive list of categories as circumstances warrant:
 - (1) The Voucher Holder was not able to actively search for housing due to extenuating circumstances beyond the control of the Voucher Holder (such as fire, flood, or other natural disaster, or death in the Family that required that the Voucher Holder travel out of the state). If these circumstances are verified, the BHA will extend the Voucher term for the number of days that the Voucher Holder was unable to actively search for housing;
 - (2) A Voucher Holder suffered from severe medical difficulties, an unexpected illness or hospitalization (including entering a rehabilitation program). If these circumstances are verified, the BHA will extend the Voucher term for as many days as an Applicant was hospitalized, in a rehabilitation center, or incapacitated due to illness;
 - (3) The Family needs and requests an extension of the initial Voucher term as a Reasonable Accommodation for an individual with a disability or handicap as defined under applicable federal or state law. Under these circumstances, the BHA may extend the Voucher term for a reasonable number of days, as determined by the BHA.
 - (4) If the Voucher Holder was not able to actively search for housing due to incident(s) of Domestic Violence, Dating Violence, Stalking, or Sexual Assault. Under these circumstances, the BHA will extend the Voucher term for a number of days equal to the amount of time the Voucher Holder was not able to search for housing.
 - (5) If the Voucher Holder has a change in family composition that effects the size of the Voucher. The BHA may extend the term of the voucher at its discretion.
- (c) *Pending discrimination action.* In cases of alleged discrimination in which the Family has filed a complaint with HUD, MCAD, or a municipality's Fair Housing Commission, or has filed a discrimination complaint in court, the BHA will extend the Family's

Voucher for an additional one hundred and eighty (180) days pending resolution of the matter or a finding of probable cause.

7.3 Requests for Tenancy Approval

7.3.1 Intake of Requests

The Family must submit the Request for Tenancy Approval (“RTA”) and Rent Roll forms to their Leasing Officer. The Head of Household and the Apartment Owner or the Owner’s authorized agent must sign these documents. The BHA will only accept and process one RTA per Voucher Holder at a time.

7.3.2 BHA Leasing Schedule

The BHA will have a leasing schedule which will indicate to the Owner and the Family what date a Lease, inspection approval, and all required HUD paperwork must be completed, so the Family can be leased up the following month. The BHA has discretion to make exceptions to the leasing schedule where the Family provides proof of extenuating circumstances.

7.3.3 Providing Information to Prospective Owners

Upon request, the BHA will provide the prospective HCVP Owner with the following information provided that the Family signs an authorization of release of information form:

- (a) the Family's current and prior address as shown in BHA records; and
- (b) the name and address (if known to the BHA) of the Owner at the Family’s current and prior address;

This information will only be provided when an authorization for the release of information is completed and signed by the Participant. Requests for this information are submitted together with the Request for Tenancy Approval. This request will indicate the Owner's name and the address to which the BHA must send the information. This information will not be given over the telephone.

The BHA does not screen tenants with respect to their Family history or suitability for tenancy. Screening is the responsibility of the Owner.

7.3.4 Disapproval of Owners

- (a) The BHA must not approve an assisted tenancy if the BHA has been informed that the Owner has been debarred, suspended or subject to limited denial of participation under 24 C.F.R. part 24.

- (b) When directed by HUD, the BHA must not approve an assisted tenancy if:
 - (1) The Federal Government has initiated an administrative or judicial action against the Owner for violation of the Fair Housing Act or other Federal equal opportunity requirements or if such action is pending.
 - (2) A court or administrative agency has determined that the Owner has violated the Fair Housing Act or other federal equal opportunity requirements.
- (c) The BHA may use its discretion to deny approval of an assisted tenancy for any of the following reasons:
 - (1) The Owner has violated obligations under a HAP Contract;
 - (2) The Owner has committed fraud, bribery, or any other corrupt criminal act in connection with any federal housing program;
 - (3) The Owner has engaged in any Drug Related Criminal Activity or any Violent Criminal Activity;
 - (4) The Owner has a history of non-compliance with HQS (chronic sub-standard conditions) for units Leased under the tenant-based programs, or with applicable housing standards for units Leased with project-based Section 8 assistance or Leased under any other federal housing program;
 - (5) The Owner has failed to terminate the tenancy or notify the BHA of the termination of a tenant's units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the Household, a guest or another person under the control of any member of the Household that:
 - (i) Threatens the right to peaceful enjoyment of the Premises by other residents; or
 - (ii) Threatens the health or safety of other residents, of employees of the BHA, or of Owner employees or other persons engaged in management of the housing; or
 - (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the Premises; or

- (iv) Is Drug-Related Criminal Activity or Violent Criminal Activity.
- (6) The Owner has a history or practice of renting units that fail to meet State or local housing codes, or;
- (7) The Owner has not paid State or local real estate taxes, fines or assessments.
- (d) The BHA must not approve a Unit if the Owner is the parent, child, grand-parent, grandchild, sister, brother, of any member of the Family, unless the BHA determines that approving the Unit would provide a Reasonable Accommodation for a Family member who is a Disabled Person. This restriction applies at the time a Family initially receives tenant-based assistance for occupancy of a particular Unit, but does not apply to BHA approval of a new tenancy with continued tenant-based assistance in the same Unit.
 - (1) In cases where the Owner and a prospective tenant Family member bear the same last name, the BHA may, at its discretion, require the Family and or Owner to verify (i.e. birth certificates, marriage license etc.) that they are not related to each other in any way.
- (e) Nothing in this section is intended to give any Owner any right to participate in the program.
- (f) For the purposes of this section an Owner includes a principal or other interested party with respect to the Unit.

7.4 Preparing the HAP Contract and Lease

7.4.1 Determinations and Verification

- (a) Upon inspection approval and acceptance of the negotiated rent amount, the Leasing Officer will do the following:
 - (1) Designate the Lease initiation date in accordance with the BHA Leasing Schedule (see section 7.3.2);

For example: For a Lease initiation date of February 1st the BHA must receive an Inspection approval on or before January 3rd. If the inspection approval is received after January 3rd, then the Lease initiation date will be March 1st.
 - (2) Make sure the correct "Utility Allowance" was provided on the Rent Approval Form and the Family's share of the rent and utilities;

7.4.2 Form of Lease

(a) *Private Market Leases.* The Participant or the Owner must provide Private Market Lease to the BHA at the time the Participant gives the BHA the "Request for Tenancy Approval." A Private Market Lease must comply with the Attorney General's landlord-tenant regulations.

The HUD Tenancy Addendum must be executed and attached to all Leases.

The BHA private market lease rider will be attached to all private market leases to establish that the Lease will continue in month to month successive terms after the initial term stated in the Lease. The lease may not be terminated without cause even when the lease becomes a month to month agreement.

In accordance with federal regulations, the Owner's standard form Lease must include:

- (1) The names of the parties;
- (2) The term of the Lease;
- (3) Which utilities and appliances are supplied by the Owner and which are supplied by the Family;
- (4) If any security deposit is collected and the amount of any such security deposit; and
- (5) Any additional document(s) required by the BHA, if applicable

7.4.3 Signing the HCVP HAP Contracts

- (a) *Lease and Contract.* The Head and Co-Head of Household and the Owner must sign the Lease and a HUD Tenancy Addendum. The Owner must sign a HAP Contract with the BHA. The tenant must have legal capacity to enter a lease under State and local law. "Legal capacity" means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the Owner. See also, Chapter 18 for the Definition of an Emancipated Minor.
- (b) *Proof of Ownership.* The Owner must provide proof of Ownership (as filed in the Commonwealth of Massachusetts Registry of Deeds) of the assisted Unit. If the deed is over ten (10) years old, the BHA will require that the Owner supply a current tax bill. Any Owner who has recently purchased the property must provide a certificate or letter prepared by and from an attorney present at

the closing, certifying the date, time and instrument number of filing at the applicable Registry of Deeds. The Owner must also execute the HAP Contract and the Owner/Agent Data Form.

- (1) The BHA may use its discretion to accept other legal documents as proof of Ownership.
- (c) The BHA must request from the Owner, a copy of the Owner's IRS Form W-9, Request for Taxpayer Identification Number and certification, for IRS reporting purposes. IRS Form W-9 asks for the Owner's name, the business name and address, and the taxpayer identification number. The BHA uses the information obtained from the Form W-9 to report to the IRS the amount of income it has paid to Owners (in the form of Housing Assistance Payments). The BHA uses the IRS Form 1099 for this purpose.

Chapter 8: Rent

8.1 Commonly Used Rent Terms

Adjusted Annual Income - Annual Income of all Family members, as verified by the BHA, after deductions, exceptions and exclusions are made with respect to each of the members of the Family to determine initial and continued program eligibility.

Assisted Unit- For the purposes of determining rent reasonableness, units assisted under a Federal, state or local government program will be considered assisted. In addition units where rents and/or rent increases are controlled or restricted by law or a court order, (so long as the law or court order does not apply to voucher participants); units occupied by tenants on the date of an eligibility event for a housing conversion action who do not receive vouchers are considered assisted if the owner chooses to continue below market rents to those families by offering lower rents or other rent concessions to the impacted families; and, owners of multifamily properties that underwent a Housing Conversion action prior to PIH notice 2010-51 may also qualify as assisted units (See PIH Notice 2011-46)..

any amendments. The Rent to Owner also covers payment for any housing services, maintenance, and utilities that the Owner is required to provide and pay for.

Gross rent - The sum of the rent to the Owner plus any utility allowances.

HAP Contract – The contract that governs the monthly assistance paid by the BHA to the Owner.

Monthly Adjusted Income - One twelfth of Adjusted Annual Income.

Payment Standard - The maximum monthly assistance payment for a Family before deducting the Total Tenant Payment by a Family. For a Voucher tenancy, the housing authority sets a Payment Standard in the range from 90% to 110% of the current HUD FMR or at any exception Payment Standard amount approved by HUD.

Reasonable Rent - A Rent to Owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted Unit in the premises.

Tenant Share of Rent (Household Rent to Owner) - In the Voucher program, the portion of the monthly Rent to Owner paid by the Household. For calculation of Rent to Owner see 24 C.F.R. § 982.515(b).

Total Tenant Payment (TTP) - Total Tenant Payment is the amount calculated under Section 3(a)(1) of the 1937 Act, which is the higher of: 30% of the Family's Monthly Adjusted Income, 10% of the Family's Monthly Income, the minimum rent, or if the Family is receiving payments for Welfare Assistance from a public agency and a part of such payments, adjusted in accordance with the Family's

actual housing costs, is specifically designated by such an agency to meet the Family's housing cost, the portion of such payments which is so designated.

Utility Allowance - If the cost of utilities (except telephone) and other housing services for an assisted Unit is not included in the tenant rent but is the responsibility of the Family occupying the Unit, an amount equal to the estimate made of approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other such services for the Unit by an energy-conservative Family of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment.

Utility Reimbursement - The amount, if any, by which the Utility Allowance for the Unit, if applicable, exceeds the Total Tenant Payment for the Family occupying the Unit.

8.2 Determination of Contract Rents

Contract rent is the total rent to the Owner specified by the Lease and any amendments. The BHA may not approve a Lease until the BHA determines that the initial rent to the Owner is a Reasonable Rent. For purposes of determining whether or not an initial rent is reasonable, the BHA will not consider comparable units at the premises where a lease has been in effect for five (5) years or more. At all times during the assisted tenancy, the Rent to Owner may not exceed the Reasonable Rent as most recently determined or re-determined by the BHA in accordance with section 8.3 of this Administrative Plan.

8.2.1 Mandatory Redetermination

The BHA must re-determine the Reasonable Rent:

- (a) Before any increase in the rent to the Owner; or
- (b) If there is a ten percent (10%) decrease in the published Fair Market Rent (FMR) in effect sixty (60) days before the anniversary of the HAP Contract (for the Unit size rented by the Family) as compared with the FMR in effect one year before the HAP Contract anniversary; or
- (c) As directed HUD.

8.2.2 Permitted Redetermination

The BHA may re-determine the Reasonable Rent at any other time, in accordance with the language in the HAP Contract. The BHA may also re-determine the Reasonable Rent based on periodic surveys of rent in the City of Boston, its surrounding neighborhoods, and neighboring communities.

8.3 Reasonable Rent

The Reasonable Rent is a Rent to Owner that is not more than rent charged for comparable units in the private unassisted market and for comparable unassisted units in the premises.

The Reasonable Rent is the maximum amount the BHA may approve for the Contract Rent, even if the Family and the Owner agree to a higher rental amount.

The primary tool the BHA will utilize for the determination of Rent Reasonableness is GoSection8. GoSection8 incorporates ongoing real time data mining of open market rental data from hundreds of rental listing websites and newspapers. The data is harvested both electronically with proprietary technology, as well as manually by dedicated data analysts. The comparable database is updated daily, thus ensuring a current and accurate rent reasonable database.

Using mathematical modeling combined with a frequently updated database, the software is able to calculate a property's value at a specific point in time by analyzing values of comparable properties and meeting all of HUD's required factors. The rent reasonableness platform analyzes public record data, manually gathered data, market data and uses computer decision logic to calculate an estimate of a probable rental price of a residential property based on a requested date.

In conjunction with the GoSection8 software, the BHA determines Reasonable Rent by comparing the subject Apartment to similar Apartments in the private rental market in with a point system based on several factors of the individual Unit.

8.3.1 Point System

The BHA has established a point system to help assess the Reasonable Rent for each Unit. The BHA collects data on the Unit to be subsidized and assigns points to them using the nine factors listed below. The BHA may also collect these nine factors on a Private Market Unit when the data are available, due to the Private Market units being located in the subsidized property.

These point totals are used in determining a range for Reasonable Rent (exceptional, good, average, and below average) among the subsidized units. The BHA will use the point totals to place the best quality units on the high end of the established Reasonable Rent scale.

The weight the following factors have in determining Reasonable Rent varies depending on the conditions of the rental market. For example, in a tight rental market these factors will have less impact on determining the Reasonable Rent for a Unit.

Factors used in the point system are:

- (a) Number of Bedrooms;

- (b) Location (Street, Zip Code and Census Tract);
- (c) Unit Type;
- (d) Utilities (Types of fuels used and whether Owner supplied);
- (e) Age of Structure;
- (f) Quality (Overall assessment of the materials used such as kitchen cabinets, etc.);
- (g) Amenities;
- (h) On-Site Maintenance;
- (i) Housing Services Available.

8.3.2 Assessment of Private Market Value Rents (Comparables)

The BHA determines a Reasonable Rent for the subject Unit by comparing it to the market information gathered in a similar area.

- (a) In the private sector, market lease rents are typically based on location, bedroom size, and quality. However, the BHA gathers additional data when available. The data that the BHA collects includes:
 - (1) **Location:** The geographical area or neighborhood of the subject Unit.
 - (2) **Number of Bedrooms:** The number of bedrooms and the size of the overall Unit. A three-bedroom Unit would be compared to other similarly sized three-bedroom units.
 - (3) **Quality:** The BHA rewards those Units that are higher quality by setting higher Reasonable Rent.
 - (4) **Other relevant data upon availability:** The BHA will also use any other relevant data, including but not limited to: amenities, housing services, age of structure, on-site maintenance, if available.
- (b) The BHA collects data on the four factors listed above to compare the subsidized Unit to a private market Unit. The following, is a non-exhaustive list of some of the types of data that the BHA may use to assess the above listed factors:
 - (1) Certification supplied either by the Owner or manager including a rent roll of similar unassisted Units in the building,

- (2) Copies of existing Leases of similar unassisted Units either in the building or the surrounding neighborhood, affidavits from realtors in the neighborhood providing the current rents,
- (3) Internet resources (GoSection8).
- (c) Weight of Comparison Data

When determining the Reasonable Rent, Private Market comparison data is used in the following preferential order:

- (1) Data on the Units located in the same building or developments as the assisted Unit. The BHA will not consider the rent amount on any unit at the premises where a lease is in effect for five (5) years or more. However, the BHA will consider the owner's rent setting policies for these units when determining a whether rent increase is reasonable. For example, existing HCV tenants may not exceed the rents charged to unassisted tenants in comparable units who have been at the property for approximately the same amount of time.
- (2) Data from GoSection8.

8.3.3 Owner certification of comparability

By accepting each monthly housing assistance payment from the BHA, the Owner certifies that the Contract Rent is not more than rent charged by the Owner for comparable unassisted Units in the premises. The Owner must give the BHA information requested by the BHA on rents charged by the Owner for other Units in the premises or elsewhere.

8.4 Maximum Initial Rent Burden

At the time the BHA approves a tenancy for initial occupancy of an Apartment by a Family with HCV assistance, and where the Gross rent of the Unit exceeds the applicable Payment Standard for the Family, the Family Share may not exceed forty percent (40%) of the Family's Adjusted Monthly Income. See also 24 C.F.R. § 982.508.

8.5 Rent Exceptions

The BHA may approve an exception of up to 120% of the HUD FMR as a Reasonable Accommodation.

The BHA will request the HUD field office to approve an exception Payment Standard of more than 120% of the Fair Market Rent (FMR) if the exception is

needed as a Reasonable Accommodation so that the HCVP is readily accessible to a Disabled Person in accordance with 24 C.F.R. parts 8 and 982. The BHA will apply to HUD for higher Payment Standards for neighborhoods when the BHA determines that exception Payment Standards are necessary to effectively administer its HCVP, and where such exception Payment Standard can assist Participants in leasing units outside areas of low income or Minority concentrations. Such rents must meet Reasonable Rent standards for comparable units. Any request for a Payment Standard exception over 120% of the HUD FMR must be made to the HUD central office located in Washington D.C.

8.6 Rent Increases

8.6.1 General Procedure and Policy

The Lease governs rent increases. To receive a rent increase, the Owner must send the request for a rent increase to the Participant and send copy of the request to the BHA sixty (60) days prior to the date of the requested increase. The rent may not be increased until after the initial one-year term of the Lease, or one-year has elapsed from the prior Lease amendment increasing the rent.

The Owner will send the initial rent increase request either to the Leasing Officer or directly to the Inspections Department, who will determine whether or not the requested rent is reasonable and advise the Leasing Officer of same. The Leasing Officer will then send the Participant the BHA Lease Amendment Form which advises the Participant of the new contract rent, BHA subsidy and Participant share of rent. If the BHA grants a rent increase the adjusted rent will be the lesser of:

- (a) The Reasonable Rent as most recently determined by the BHA, or
- (b) The amount requested by the Owner.

8.6.2 Participant Approval required after BHA Approval

If the BHA grants the Owner the ability to increase the rent the Leasing Officer may discuss the effect of the proposed increased rent with the Participant. The Leasing Officer may advise the Participant of his or her share of the rent and their option to approve or disapprove of the rent increase. The Participant may negotiate the terms and the amount of the increase with the Owner and the Leasing Officer may assist the negotiation.

- (a) ***Participant Approval of Rent Increase.*** If the Participant agrees to the increased rent the Leasing Officer will assist the Owner and the Participant in signing a Lease amendment to adjust the Contract Rent.

- (b) ***Participant Disapproval of Rent Increase.*** If the Participant does not accept the increase in rent or negotiate a rent that is acceptable to both parties, one of the following may occur:
- (1) The Owner may start an eviction proceeding against the Participant by citing a refusal to enter into a Lease amendment as a business or economic reason at the end of the initial one-year Lease term or after a year has elapsed from the last rent increase.
 - (2) The Owner and the Participant continue under the current terms of the Lease and contract, moving forward without an increase in rent.
 - (3) The Participant may request a Voucher to move to another Unit. The Participant must give thirty (30) days notice to the Owner and a copy of the notice to the BHA if the Participant intends to vacate the Unit, unless the owner has already given such notice.

8.6.3 The rent will not be increased unless:

- (a) The Owner requests the increase in writing sixty (60) days prior to the date of the requested increase;
- (b) The Owner has complied with all obligations of the HAP Contract
- (c) The Participant approves the increase in rent to the Owner; and

8.6.4 Date of Rent Increase.

After all other conditions of this policy are met; the Contract Rent will only be increased for housing assistance payments commencing on the later of:

- (a) The first day of the first month commencing on or after the initial Lease term; or
- (b) At least sixty (60) days after the BHA and the Participant receives the Owner's request for a rent increase.

8.7 Written Notice of Rent Share Change

Before the BHA makes a change in the Rent Share, the BHA will notify the Participant and the Owner in writing. The notice to the Owner will only contain the new rent and the date that it will be effective. The Notice of Rent Share Change to the Participant will contain the following information:

- The Contract Rent and the Tenant Share of Rent and the date it will be effective,

- The amount of Participant's Household income, Family Composition and other facts considered by BHA in determining the new rent,
- If the rent share results from Proration of the Family's subsidy because not all Family members are U.S. Citizens or have eligible immigration status, an explanation of the formula used to determine the rent share,
- The Family's right to request in writing an explanation of the basis of the BHA's determination and, to request in writing, an informal hearing if the Family still does not agree with the determination after the explanation,
- If the Family requests an explanation, BHA staff will confer with the Family, and shall provide the Family with a written notice of adjustments made to the original determination,
- The BHA will also notify the Family of their right to and the method of, calculation of rent and/or rent share.

8.7.1 Effective Dates of Rent Share Increases and Decreases

- (a) ***Decrease in Tenant Share of Rent*** If a Family reports in writing a change in income within 30 days, a decrease in tenant share shall be effective the month following the verified decrease in income. For example, if a Family reports a decrease in income on March 3 that resulted from a job loss on February 20, the change in tenant share shall be processed effective March 1.

If the family fails to report the change income within 30 days, the decrease in tenant share shall be made effective the month following the reported change See also 11.1.

- (b) ***Increase in Tenant Share of Rent*** will be effective the first day of the second month after BHA sends Participant a Notice of Rent Change. If a Participant failed to report income in accordance with BHA policy, the BHA may request repayment for the overpayment of housing assistance in lieu of termination. The BHA shall not retroactively increase a tenant share due to a failure to report income. Increases in a Participant's share of rent due to a relocation to a new unit will be effective on the initial date of the lease term.

8.8 Tenant Share of Rent

8.8.1 BHA determination

- (a) The Tenant Share of Rent is the portion of the Rent to Owner paid by the Family. The BHA determines the Tenant Share of Rent in accordance with HUD requirements and BHA procedures.
- (b) Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the BHA to the Family and the Owner.

8.8.2 Total Tenant Payment

The Total Tenant Payment (TTP) represents the minimum amount a family must contribute toward rent and utilities regardless of the Unit selected. The TTP is calculated using a statutory formula and individual income information. To calculate TTP, annual adjusted income and annual (gross) income must be converted to monthly adjusted income and monthly gross income by dividing the annual figures by 12 months. The TTP is the greater of:

- (a) 30 percent (30%) of monthly adjusted income; or
- (b) 10 percent (10%) of monthly gross income.

8.8.3 Minimum Rent – The BHA may adopt a minimum rent within the range as prescribed by 24 CFR 5.630. Minimum rent may be applied immediately (upon 30 days written notice) but no later than the participants next annual recertification following its implementation .

(a) Financial hardship exceptions: - A family may request and the BHA may grant exceptions to minimum rent requirements if the BHA determines that the family is unable to pay the amount due to financial hardship, unless the hardship is temporary. Financial hardship may include the following:

- (1). Have lost eligibility or are awaiting eligibility determination for a federal, state or local assistance program, including a family having a noncitizen household member lawfully admitted for permanent residence and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;
- (2) Would be evicted as a result of the imposing the minimum rent requirement;
- (3) Experience income decreases because of changed circumstances including the loss of employment;
- (4) have a death in the family; or
- (5) have other circumstances as determined by the PHA or HUD

(b) Any requests made for a hardship exception will be reviewed and implemented by the BHA in accordance with the regulation as cited above.

8.8.4 Maximum Subsidy

The maximum subsidy the BHA can pay in the HCVP is the Payment Standard minus the TTP. The BHA sets a Payment Standard in the range from 90% to 110% of the current HUD Fair Market Rent or at any exception Payment Standard amount approved by HUD (potentially the Small Area Fair Market Rent for the applicable zip code). The maximum subsidy calculation is done at the time the Family is issued a Voucher. It is important for the Family to know the maximum the BHA will pay while searching for a Unit. The actual BHA subsidy can be calculated only after the family has selected an Apartment.

8.8.5 Tenant payment to Owner

- (a) The Family is responsible for paying the Tenant Share of Rent (Total Tenant Payment minus the Utility Allowance).
- (b) The amount of the tenant rent as determined by the BHA is the maximum amount the Owner may accept as payment from the Family. The Contract Rent is payment for all housing services, maintenance, equipment, and utilities to be provided by the Owner without additional charge to the tenant, in accordance with the HAP Contract and lease.
- (c) The Owner may not demand or accept any rent payment from the tenant in excess of the Tenant Share of Rent as determined by the BHA. The Owner must immediately return any excess payment to the tenant.
- (d) The Family is not responsible for payment of the portion of the Rent to Owner covered by the housing assistance payment under the HAP Contract. The Owner may not terminate the tenancy of an assisted Family for non-payment of the BHA housing assistance payment.

8.8.6 Limit of BHA responsibility.

- (a) The BHA is responsible only for making housing assistance payments to the Owner on behalf of a Family in accordance with the HAP Contract. The BHA is not responsible for paying the Tenant Share of Rent, or for paying any other claim by the Owner.
- (b) The BHA may not use housing assistance payments or other program funds (including any administrative fee reserve) to pay any part of the Tenant Share of Rent or to pay any other claim by the Owner. The BHA may not make any payment to the Owner for

any damage to the Unit, or for any other amount owed by a Family under the Family's Lease or otherwise.

8.8.7 Utility reimbursement

- (a) If the amount of the Utility Allowance exceeds the Total Tenant Payment, the BHA shall pay the amount of such excess as a reimbursement for tenant-paid utilities (Utility Reimbursement) and the Tenant Share of Rent shall be zero. Note, utility allowances shall be calculated based on the lesser of the size of the dwelling unit actually leased by the family or the voucher size issued as determined by PHA subsidy standards.
- (b) The BHA either may pay the Utility Reimbursement to the Family or may pay the utility bill directly to the utility supplier on behalf of the Family.
- (c) If the BHA chooses to pay the utility supplier directly, the BHA must notify the Family of the amount paid to the utility supplier.

8.9 Error Correction

8.9.1 Mistake discovered after Lease signed.

If the BHA or the Participant discovers a mistake in the rent calculation after the Lease is effective and a correction will cause the Family an increase in rent, the Leasing Officer will notify the Family in writing thirty (30) days before making the adjustment. If the BHA or the Participant discovers the mistake after the Lease is effective and the correction reduces the Tenant Share of the Rent, the Leasing Officer will make the necessary correction effective retroactively. The Leasing Officer will notify the Family and Owner in writing of the error and the correction.

8.9.2 Retroactive only when BHA is at fault.

The BHA will only make a retroactive payment when the BHA is responsible for making a mistake. The BHA will not make retroactive payments when the Owner or the Family is responsible for intentionally or unintentionally withholding information.

Chapter 9: INSPECTIONS (Initial, Interim, and Annual)

The BHA must inspect an Apartment leased to a Family prior to the initial term of the Lease, and as required by Federal Regulation (i.e. annually or biennially) during assisted occupancy, and at other times as needed, to determine if the Apartment meets the Housing Quality Standards (HQS)¹⁶ and Chapter II of the Massachusetts State Sanitary Code¹⁷.

A thorough Unit inspection is required for the BHA to determine compliance with HQS and determine the Rent Reasonableness. See also Chapter 8.

HQS regulations include requirements for all housing types including single and multi-Family dwelling units, as well as specific requirements for Special Housing Types such as Single Room Occupancy ("SRO") and Shared Housing.

9.1 Inspection Performance Requirements

9.1.1 Generally

The BHA will perform inspections in accordance with Chapter II of the Massachusetts State Sanitary Code and the Housing Quality Standards ("HQS") prescribed by HUD. The inspector will also check for compliance regarding things including but not limited to: compliance with the Boston City Ordinance requiring smoke detectors, verify that the type of structure and utilities are accurately described on the RTA (if applicable), rate the quality of the Unit, measure the square footage of each room where necessary, and list all amenities and services as noted on the Housing Quality Addendum. HQS consists of the following thirteen performance requirements:

- (a) Sanitary facilities;
- (b) Food preparation and disposal;
- (c) Space and security;
- (d) Thermal environment;
- (e) Illumination and electricity;
- (f) Structure and Materials;
- (g) Interior air quality;
- (h) Water supply;
- (i) Lead-based paint;

¹⁶ See 24 C.F.R. section 982.404

¹⁷ See 105 CMR 410.000

- (j) Access;
- (k) Site and neighborhood;
- (l) Sanitary conditions; and
- (m) Smoke detectors.

9.1.2 Quality Control

The BHA will re-inspect a sample number of units to verify accuracy and consistency. The re-inspected sample will be selected from inspections that were completed in the previous three months and represent a cross section of neighborhoods and BHA inspectors. The BHA re-inspects 30 units plus 1 Unit for every 200 inspections (or part of 200) over 2000 inspections. See also 24 C.F.R. § 985.2-3.

9.2 Initial Inspections

When a Family submits a RTA to the BHA an initial inspection is triggered.

In cases of initial inspections, the Owner has an obligation to schedule the inspection once a RTA is submitted to the BHA. The RTA will expire within sixty (60) days of submission if no action is taken by the Owner to schedule the inspection for the Apartment.

The Unit must pass the HQS inspection before the execution of the Assisted Lease and Housing Assistance Payments (HAP) contract and the initiation of payments.

The BHA must conduct the inspection within a reasonable time after the Family submits a RTA. If possible, the inspection should be completed within fifteen (15) days.

9.2.1 Apartment cannot be inspected.

If for any reason the Apartment cannot be inspected (the Apartment is occupied or inaccessible), the Inspections Department will immediately notify the Leasing Officer, who will in turn send the Family an Agency Determination Form. The BHA will not inspect occupied Apartments

9.2.2 Deny Request for Tenancy Approval

The BHA may deny a request to inspect an Apartment of behalf of a Family because an Owner has a repeated history of violations of program rules and regulations including repeated violations of HQS or records indicate that the Owner did not make corrections after he was notified of deficiencies related to lead based paint.

9.2.3 Length of Validity (Initial Inspection)

If an Apartment passes initial inspection, the results are valid for a maximum of one hundred twenty (120) calendar days. The start date of the Assisted Lease must fall within this period. If the Lease term will start later than one hundred twenty (120) days after the Unit passed inspection, the Unit must be re-inspected and must pass inspection prior to the start of the HAP Contract.

9.2.4 Time Provided for Repairs

If the Unit does not comply with HQS requirements within the BHA specified time frame, the BHA may cancel the tenancy approval process and instruct the Family to search for another Apartment.

In cases of ***initial inspections***, the BHA Inspection Department will re-inspect the Unit prior to the thirty (30) day period granted to make the repairs if request is made by Owner and provided that adequate staffing exists to perform such an inspection.

9.2.5 Inspection Notice Requirements

The BHA will notify the Family and Owner of the inspection results in writing.

The Owner must receive detailed information for all failed and inconclusive inspection items so that he or she is fully aware of the work necessary to pass the HQS inspection.

9.2.6 Initial Inspection Failure

If the Apartment fails inspection for any reason, the Leasing Officer will notify the Family and Owner by sending them an Agency Determination Form. If the Owner is unwilling to perform the requested repairs, computation of the term of the Voucher will resume (see section 6.2.2 for more information on tolling). The Voucher holder must then submit another "Request for Tenancy Approval" before his/her Voucher or any Voucher expires.

If the Owner indicates that (s)he is willing to make the requisite repairs, the BHA shall exercise discretion with respect to the period within which the Owner must make repairs in order for the Voucher holder to execute a Lease for the Apartment.

9.3 Routine Inspections

The BHA will inspect occupied units at least biennially (every other year)

9.3.1 Scheduling Inspections (Routine)

The BHA Inspections Department schedules all inspections. The Inspections Department will inform the Owner and the Participant of the date of the inspection in writing.

The Inspections Department will ask the Participant to contact the Inspections Department to make other arrangements if the Apartment cannot be inspected at the assigned time.

The Inspections Department will mail a copy of the inspection report to the Owner on the first business day after the inspection. A copy of the inspection report will be provided to the Family if the report cites tenant caused violations, otherwise a copy is available upon request

9.3.2 Denial of Inspector's Access to Unit

Unexcused failure by a Participant to grant access to BHA inspectors is grounds for termination of HCVP assistance. Notices of inspections or notices sent because of failure to provide access will include the following information.

- (a) *First Scheduled Inspection.* If the Family is not home or denies the inspector access to the Unit after reasonable notice, the inspection Department will reschedule for a Second scheduled Inspection..
- (b) *Second Scheduled Inspection.* If the Family is not home or denies the inspector access to the Unit after reasonable notice the BHA will schedule a Final Inspection.
- (c) *Final Inspection.* If the Family is not home or denies the inspector access to the Unit after reasonable notice for a Final Inspection appointment the BHA will propose termination of the Family's subsidy.

9.3.3 Length of Validity

Once the Apartment has been inspected and approved, the approval shall be valid for a twelve (12) month period from the date of the routine inspection unless the inspection department conducts an interim re-inspection during the twelve (12) month period.

9.4 Interim Inspections

The BHA may order an interim inspection of any Apartment upon the request of the Family or Owner to determine that:

- The Apartment is still in acceptable condition; or
- The Owner or Family is meeting contractual and regulatory obligations to provide utilities and other services; or

- If an Owner or Family is violating other program rules.

9.5 Inspection Failure (Routine and Interim)

9.5.1 Time Parameters for Corrections of Inspections Violations

- (a) The BHA requires that a landlord correct any conditions deemed to endanger or impair health or safety within 24 hours. Serious violations of this nature include but are not limited to: lack of heat, lack of water, lack of bathing facilities, lack of electricity, lack of gas (where applicable), exposed wiring or other hazardous defects in the electrical system, and dangerous structural defects.
- (b) All other violations must be corrected within thirty (30) days, unless the BHA approves an extension.
- (c)).

9.5.2 Stopping and Resuming Payments after Interim or Routine Inspection

If an Apartment fails inspection, the Inspection Department will notify the Owner of the violations in writing. The Inspection Department will schedule the re-inspection within thirty (30) days from the date the Inspections Department sent the notice of violations to the Owner.

- (a) *Serious Violations and “Stop Payment”*. If a serious violation exists, the Inspection Department will notify the Owner by telephone that the violations must be corrected within 24 hours. The Inspection Department may also issue the Owner a written letter detailing the serious violations. The Inspection Department will inform the Owner of a re-inspection date that is at least twenty-four (24) hours after the inspector identified the violation(s). If the Owner fails to correct the violations within the twenty four (24) hour period, or fails to give access to the unit, the BHA will place the Unit on Stop Payment. The BHA reserves the right to terminate a HAP Contract for a Unit that is placed on Stop Payment. A Stop Payment will remain in effect until the Unit receives inspection approval. The Owner cannot recover Subsidy payments for periods during which a Unit is on Stop Payment.

Examples of serious violations include but are not limited to the following: lack of heat, lack of water, lack of bathing facilities, lack of electricity, lack of gas (where applicable), exposed wiring or other hazardous defects in the electrical system, and dangerous structural defects.

9.5.3 Re-inspection (Follow-up inspection)

BHA staff will abide by the following procedures in processing re-inspections.

- (a) *Incomplete Repairs.* When the Owner is in the process of correcting cited violations resulting from the initial inspection; the inspector will reject the Unit and may grant the Owner additional time to complete the repairs. The BHA will then reschedule a second re-inspection date and notify the Owner in writing. The Inspection Department will send a copy of the second re-inspection notice to the Family.

If upon the second re-inspection the Owner has not completed and repaired all cited items set forth in the initial inspection the inspector will note the remaining cited items on the inspection report and recommend further extension or suspension of subsidy payments. If the owner has made good faith efforts to obtain access and or make repairs, BHA may grant further extensions. The Inspector's recommendation will be reviewed by a Manager and the Owner will be informed in writing of further extension or subsidy suspension.

- (b) *No Effort to Make Repairs.* If the inspector determines that the Owner made no effort to repair the previously cited item(s), the inspector will note this on his report and recommend to the Director of the Inspection Department that the BHA suspend subsidy payments to the Owner. If the Director approves the recommendation to suspend the subsidy, the Inspection Department will notify the Owner of the "Stop Payment" by mailing a letter.

- (c) *Cited Items Repaired, New Violations Discovered.* If the Inspector determines that the Owner has repaired all cited items but discovers new violations during the re inspection, the inspector will reject the Unit. The inspector will note on the inspection report that the Owner repaired the previously cited items. The Inspector will also specify and separately list the new violations in a new inspection report.

The Inspection Department will then schedule a re-inspection date and notify the Owner in writing. The re-inspection will be within thirty (30) days of the notice to the Owner date. The BHA will send a copy of this letter to the tenant.

New violations in such a Unit, for purposes of scheduling re-inspection and imposing suspensions of subsidy payments, will be considered first time violations, unless the violations are deemed "serious" as examples in section 9.5.2(a)

The BHA may allow the owner to verify repairs by an owner certification accompanied by receipt(s), photo(s) and any other verification deemed necessary as determined by BHA.

9.5.4 HAP Contract Termination Criteria

The BHA may terminate the HAP Contract for the following causes:

- (a) The BHA has suspended the subsidy and found the Unit to be uninhabitable due to fire or other natural disaster;
- (b) The Unit has been without one or more of the following for a period of thirty (30) days: heat, hot water, electricity, or bathing facilities (this does not apply to conditions resulting from Tenant neglect);
- (c) If the Owner does not complete the necessary repairs within the specified time granted by the BHA, and offers no acceptable explanation for the delay, the BHA may terminate the HAP Contract for the Apartment. If the BHA terminates the HAP Contract due to Owner non-compliance, the BHA will issue the Family a new Voucher.
- (d) If after six (6) consecutive months of Stop Payment, the BHA determines that the Owner will not make repairs, or the Owner notifies the BHA that they will not make the necessary repairs to bring the Unit into compliance with the State Sanitary Code, the BHA will terminate the HAP Contract for the Unit and offer the Family a new Voucher.
- (e) The BHA shall terminate the HAP Contract with an Owner who, after notification that a child under the age of six (6) residing in the Unit has an elevated intervention blood level of lead (EBLL) in his/her blood, fails to have the Unit (including the exterior and common areas) tested within fourteen (14) days by a licensed lead-based paint inspection company using an X-ray fluorescence analyzer (XRF machine). The BHA will also terminate the HAP Contract with an Owner of a Unit where a child under six (6) lives, after notification that the Unit common areas, or exterior of the building contains lead based paint, fails to have the Unit, common areas and/or exterior de-lead within thirty (30) days.
- (f) The BHA shall terminate the HAP Contract with an owner who, after notification that a child under the age of six is now residing in the unit of a building constructed prior to 1978, fails to provide a Lead Certificate of Compliance or Letter of Interim Control by the deadline date spelled out in the notification letter.

9.5.5 Notice of Subsidy Termination

The BHA will notify the Owner in writing of the HAP Contract termination. The BHA will give the Participant a new Voucher if the BHA terminated the HAP Contract due to Owner non-compliance.

9.5.6 HQS Violations

See Chapter 13 for information on HQS violations by the Participant Family.

9.6 Lead Paint Policy

The BHA Leased Housing Division has established the following policies and procedures to comply with federal regulations pertaining to the identification and treatment of lead-based paint hazards in Section 8 Units. The following policy is in two sections: Part I - New and Relocating Tenants, and Part II- Annual and Interim Recertification.

As used in this document, the term "EBLL" shall mean Elevated Blood Lead Level, defined as a condition in which the amount of lead detected in a child's system is at or exceeds 5 micrograms per deciliter of whole blood.

9.6.1 Part I – New and Relocating Tenants

(a) *Child Under Six -- No EBLL.* If a child under the age of six without an EBLL will live in the Unit, the BHA will require the Owner to:

- (1) Provide proof that the building was constructed after 1978. Gut rehabilitation does not qualify as new construction, or:
- (2) Provide the BHA with a certificate indicating compliance with the Massachusetts lead-based paint law. The certificate must be issued by a registered lead paint inspection company and must indicate that the unit's interior, common areas, and exterior are in compliance with the Massachusetts lead paint law.

Certificates dated prior to 7/1/88 will be accepted unless previously intact paint in the interior, common areas, or exterior of the Unit is now cracking, scaling, chipping, peeling, or loose; or the building has undergone renovation since a certificate was issued.

- (3) The BHA Inspection Department will reject any Unit that has any cracking, scaling, chipping, peeling, or loose paint on the apartment interior, common areas, or exterior of the building.

Note on HAP effective dates in buildings constructed before 1978:

The BHA will not execute a HAP Contract for a Unit in a building constructed before 1978 without first receiving a Certificate of Compliance. The HAP Contract in such a Unit may then be made effective no earlier than the later of

these two dates: the inspection approval date; or the date indicated on the Certificate of Compliance.

Note on HAP effective dates in buildings constructed after 1978:

HAP Contracts in Units constructed after 1978 shall be made effective no earlier than the date of inspection approval.

- (b) *Child Under Six - EBL History.* If a child under six who has or has ever had an EBL will live in the Unit, the BHA will require the Owner to:
- (1) Provide proof that the building was constructed after 1978. Gut rehabilitation does not qualify as new construction; or
 - (2) Provide the BHA with a certificate indicating compliance with the Massachusetts lead-based paint law. The certificate must be issued by a registered lead paint inspection company using an X-ray Fluorescence Analyzer (XRF) and must indicate that the unit's interior, common areas, and exterior are in compliance with the Massachusetts lead paint law. HUD will accept only XRF results. Certificates dated prior to 7/1/95 will not be accepted.

Regardless of the receipt of a certificate of compliance, the BHA Inspection Department will reject any Unit for leasing that has any cracking, scaling, chipping, peeling, or loose paint on the interior, common areas, or exterior of the building. Once the offending surfaces have been brought back into compliance, the owner must provide the BHA Inspection Department an addendum to the original lead certificate of compliance. The owner may also be required to submit clearance test results (aka surface wipe test) from a Massachusetts licensed laboratory.

Note on HAP Contract effective dates in buildings constructed before 1978:

The BHA will not execute a HAP Contract for a Unit in a building constructed before 1978 without first receiving a certificate of compliance or Letter of Interim Control. The HAP Contract in such a Unit may then be made effective no earlier than the later of these two dates: the inspection approval date; or the date indicated on the certificate of compliance.

Note on HAP Contract effective dates in buildings constructed after 1978:

HAP Contracts in Units constructed after 1978 shall be made effective no earlier than the date of inspection approval.

- (c) *No Child Under Six.* There are no lead paint requirements for Units where no child under six will reside.

9.6.2 Part II - Annual and Interim Recertification

- (a) *Child Under Six - EBLL History.* When a Leased Housing staff member becomes aware during the annual or Interim Recertification process that a child under six living in a Unit has or has ever had an EBLL, the staff member shall ask the Head of Household for medical documentation of the lead poisoning. Once medical documentation has been received, the Leasing Officer shall forward said documentation to the Director of Inspections. The Director of Inspections shall send a letter to the Apartment Owner informing him/her that (s)he must:
 - (1) Provide proof that the building was constructed after 1978. Gut rehabilitation does not qualify as new construction; or
 - (2) Have the Apartment, its common areas, and exterior, tested in accordance with Massachusetts law by a registered lead paint inspection company using an XRF analyzer. The letter from the Director of Inspections shall also inform the Owner that he must send a copy of the XRF test results to the BHA within fourteen (14) days or the BHA will terminate the unit's HAP Contract. If the XRF test results indicate unacceptable lead levels in the Unit, its common areas, or exterior, the Director of Inspections will notify the Owner in writing that he must de-lead the Unit and affected areas within 30 days and provide the BHA with a certificate from a registered lead paint testing company verifying that abatement has been completed.
 - (3) Failure to do so will result in the BHA's termination of the HAP.

Child Under Six – No EBLL History. When a Leased Housing staff member becomes aware during the annual or Interim Recertification process that there is a child under six living in a Unit, the staff member shall so inform the Director of Inspections. The Director of Inspections shall send a letter to the Apartment Owner informing him/her that (s)he must:

- (1) Provide proof that the building was constructed after 1978. Gut rehabilitation does not qualify as new construction; or
- (2) Have the Apartment, its common areas, and exterior, tested in accordance with Massachusetts law by a

registered lead paint inspection company using an XRF analyzer. The letter from the Director of Inspections shall also inform the Owner that he must send a copy of the XRF test results to the BHA within fourteen (14) days or the BHA will terminate the unit's HAP Contract. If the XRF test results indicate unacceptable lead levels in the Unit, its common areas, or exterior, the Director of Inspections will notify the Owner in writing that he must de-lead the Unit and affected areas within 30 days and provide the BHA with a certificate from a registered lead paint testing company verifying that abatement has been completed.

- (3) Failure to do so will result in the BHA's termination of the HAP.
- (b) *Rejection regardless of Certificate.* Regardless of the receipt of a certificate of compliance, the BHA Inspection Department will reject any Unit for leasing that has any cracking, scaling, chipping, peeling, or loose paint on the interior, common areas, or exterior of the building.
- (c) *No child under six.* There are no lead paint requirements for units where no child under six (6) resides.

CHAPTER 10: RENEWAL

10.1 Annual Recertification

The BHA must conduct a reexamination of the Family's income and composition at least annually. The BHA will also conduct an annual recertification at relocation and portability.

10.1.1 Appointment for Recertification

The Leasing Officer will contact the Head of Household in writing three to four months before the anniversary of their last annual Recertification by sending the Family an appointment letter. The appointment letter requests that the Head of Household bring the necessary verification of Annual Income and Family Composition (see Chapter 5: Determination of Eligibility). The appointment letter also lists the required documentation and information and states that a failure to comply with the obligation to supply information may result in the termination of the Family's HCVP assistance.

(a) **Failure to Keep the Appointment.**

If the Family fails to keep the initial Recertification appointment, the Leasing Officer will reschedule the appointment. The BHA considers it a failure to attend an appointment if the Participant is more than one-half (1/2) an hour late for a scheduled appointment.

If the Family fails to attend a second Recertification appointment, the Leasing Officer may terminate the Family's assistance in accordance with Chapter 13.

If the Participant contacts the Leasing Officer prior to the appointment to reschedule or has a reasonable excuse for missing the appointment, the BHA will excuse the missed appointment. The BHA will use its discretion to determine what excuses are reasonable. The Leasing Officer may ask the Family to supply documentation to verify their inability to attend the appointment. See also sections 1.2.4-1.2.5.

(b) ***Failure to provide complete information.*** If the Family attends the annual Recertification appointment but fails to provide the BHA with the documentation necessary to recertify the Family, the Leasing Officer will schedule an additional appointment and notify the Participant what documentation the BHA still requires to complete the Recertification. If the Participant does not supply the required information or does not attend the rescheduled appointment, the Leasing Officer may send the Family a notice of proposed termination of assistance that also contains a list of the documentation required to complete Recertification. The BHA may recertify the Family and rescind the proposed termination if the

Family provides the Leasing Officer with all of the required documentation.

10.1.2 Determining Family's Appropriate Unit Size and Subsidy.

At the appointment, the Leasing Officer will verify the Family's anticipated income, verify Family Composition determine the appropriate Apartment size, and establish the Family's subsidy in accordance with Chapter 5 of this Administrative Plan. The Leasing Officer will also ask for verification of any changes in Family Composition.

(a) *Change of Voucher Size.*

The appropriate Unit size will be determined and exceptions made as previously described. See section 5.4.2. If the Family requires a smaller or larger Apartment, the Leasing Officer will notify them in writing of the change in bedroom size, , and the right to an informal hearing to dispute the determination.

(b) *Unit too small.* If the Apartment is too small for the Family according to BHA Subsidy Standards and the Family has not obtained an exception to the Subsidy Standards or requested a hearing, the Leasing Officer will issue the Family a Voucher and the Family must find an acceptable Apartment before the Voucher expires. The BHA will provide the Family with information on any available units.

(c) *Unit too large.* If a Unit is too large for the Family according to BHA Subsidy Standards and the Family has not obtained an exception to the Subsidy Standards or requested a hearing, the Payment Standard will be reduced accordingly at the effective date of the Family's annual Recertification. The Family may either remain in the Unit and pay the difference, or move to a smaller Unit.

10.1.3 Additions to Family Composition

(a) **Owner and BHA Approval.** At the initial briefing session and at each Recertification, the BHA will advise the Family that additions cannot be made to the Family Composition without prior written approval from Owner and BHA approval, except in the instances of birth, adoption, or the court-awarded custody of a child. However, a family must notify the BHA in writing within thirty (30) days when a new Family member begins living in the Unit due to a birth adoption or court-awarded custody of a Minor. The BHA will begin the eligibility determination of the additional Family member regardless of the Owner's approval or disapproval.

(i) *Owner Denial.* If the Owner does not give written approval to add the Family member to the Lease, the Family may move if the Lease is no longer in its initial term. If the Lease is in its initial term, the Family must request

permission from the Owner to break the Lease. If the Family moves in order to add the additional member to their Family Composition, the BHA will begin to determine eligibility for the additional member when the Family submits a RTA. If the Family vacates the Apartment in violation of the Lease, their Section 8 assistance may be terminated in accordance with Chapter 13 of this Administrative Plan.

- (b) *No severe overcrowding.* Regardless of landlord approval or eligibility for the program, the BHA will not allow additions to the Family Composition that result in severe overcrowding in the existing Apartment. If the approved additional Family member(s) will cause severe overcrowding, the BHA will issue the Family a new Voucher so the Family can relocate to an appropriately sized Unit.
- (c) *Addition to Family Composition is subject to BHA and HUD eligibility.* Any person(s) must be determined eligible for the BHA HCVP before the BHA will permit the addition of the person to the Family Composition. Additional person(s) must first be determined to be eligible by BHA and HUD standards before being added to the Family Composition. The new Family member must: complete all BHA and/or HUD required eligibility forms, provide authorization to conduct a CORI check (if the person is fourteen (14) years or older), provide evidence of citizenship or Eligible Non-Citizen Status or sign a non-contending status form, and provide information required to verify income and program eligibility in accordance with program requirements.

Additions to the Family in instances of birth, adoption, or court awarded custody of a Minor, do not require advance approval to live in the Unit. However, any addition to the Family may be denied eligibility for the HCVP. If they are denied eligibility and a hearing is requested, the Minor may remain in the Unit until the review is final.
- (d) *BHA Approval.* If the BHA approves the addition of such person to the Family Composition and Lease, the BHA will re-calculate the Family's Rent to Owner and the BHA's Housing Assistance Payment paid on the Family's behalf to the Owner including the provided information. The BHA reserves the right to deny addition of any person to a Family Composition and/or Lease for good cause.
- (e) *Denial.* If a proposed addition to the Family is denied, a hearing may be requested to dispute the BHA decision.

10.1.4 Removal of Members from Family Composition

The Family must notify the BHA within thirty (30) days that a Family member no longer resides in the Unit and will no longer be a member of the Family Composition.

- (a) A child, under the age of eighteen, who is temporarily away from the home because of placement in Foster care, will be considered a member of the Family Composition.
- (b) A student who is away from the unit during the school year will be considered a member of the family composition, if the student has not established another place of residence by registering for school from an address other than the subsidized unit.
- (c) The BHA requires documentation to show that a Family member no longer resides with the Household in the subsidized Apartment.

10.1.5 Change the Head of Household / Co-Head of Household

A Family may request to change which Family member is designated the Head of Household. The Family may also decide to designate or change a Co-Head of Household. The BHA will approve the change if the Family member is able to take on the responsibilities of being the Head of Household/Co-Head of Household, including, but not limited to, communicating with the BHA and the Owner.

Chapter 11: Continued Participation

11.1 Interim Recertification

A Family may request in writing an interim determination of Family Share at any time because of a change in the Family's income, Adjusted Income (household deductions), family size, or composition. A Family must report changes in the circumstances described in the section below.

See Section 8.7.1 regarding the effective dates of the reported change.

11.1.1 Circumstances Requiring an Interim Recertification

(a) All Changes in Family Composition

Family Reporting Requirements:

A Family is required to inform and supply any necessary verification to the BHA within thirty (30) days of a birth, adoption, or court awarded custody. The BHA must approve the eligibility for any addition to the Family that does not result from a birth, court-awarded custody, or adoption in accordance with section 10.1.3. Any income attributable to the new family member must be reported and will be included in the interim recertification for the addition to family.

A Family must also notify the BHA in **writing** within 30 days and supply any necessary verification of any departure of a Family member due to death, permanent institutionalization, or other reason, and provide the BHA with verification, including, where applicable, the verification of the new address of the departed Family member. See also sections 8.7.1 & 10.1.4.

(b) Increase in Family Income for Family without Income

A Family is required to inform and supply any necessary verification to the BHA within thirty (30) days when a family without income (a "zero income" family) receives any earned or unearned income. The BHA shall then process an interim certification of income.

If a Family's income is too unstable to project for 12 months or if a Family temporarily has no income (a "zero-income Family") or if a Family has a temporary decrease in income, the BHA may schedule special Recertification with the Family's Leasing Officer every month, or at least quarterly, until the income stabilizes and/or an Annual Income can be determined

A Family may request an interim certification due to an increase income. In certain circumstances, such as FSS participation, it may be advantageous for the family to do so.

A relocation or portability is considered an annual recertification not an interim recertification action.

(c) Decrease in Family income.

If a Family has a decrease in income, the family is required to inform and supply any necessary verification to the BHA within thirty (30) days. Once the required documentation is received, the BHA shall then process an interim certification of income. When a decrease in family income is reported the BHA shall consider any effect that the reduction in income may have on child care or disability assistance expense deductions.

(d) Verification of Interim Changes

If the BHA does not receive the necessary information to perform the above actions in the prescribed time frame above the BHA will take no action on the request or proceed to termination whichever is appropriate. The BHA will not make any retroactive adjustments to the Participant Share under these circumstances.

11.2 Termination of HAP Contract

11.2.1 Grounds for Termination

If the BHA finds that the Owner or Family has failed to meet the program or contractual obligations, the BHA may suspend the subsidy payments, terminate the HAP Contract, or terminate the subsidy accordingly.

11.2.2 Owner breach of obligations

If the BHA terminates the HAP Contract because the Owner has breached the terms of the HAP contract or Owner responsibilities as provided in 24 C.F.R. § 982.404, the Leasing Officer will issue the Family a new Voucher. However, the Family does not have to wait for the BHA to terminate the HAP Contract if a serious breach or serious violations occur. If there is a serious breach and the Inspection Services Department of the City of Boston has determined that the Unit is uninhabitable, the BHA may direct the Family to relocate at an earlier point or the Family may vacate the Unit within a reasonable time consistent with State law.

11.2.3 . Owner Debts to the BHA

An owner may become indebted to the BHA when he/she receives HAP payments to which he/she is not entitled due to termination of the HAP contract for reasons, including but not limited to the following: the owner has violated any obligation under the HAP contract including keeping the unit in compliance with HQS; the owner has violated any other obligation under any other HAP contract under Section 8; the owner has committed fraud, bribery or any other corrupt

criminal act in connection with any Federal Housing Assistance Program; the owner has engaged in drug related or violent criminal activity; the BHA learns that the participant no longer resides in the unit or is deceased.

- (a) Any amount due to the BHA by an owner must be repaid within thirty (30) days of the BHA determination of the debt.
- (b) If the owner fails to repay the debt within the required time frame and is entitled to future HAP payments, the BHA will reduce any future HAP payments until the debt is satisfied in full.
- (c) If the owner is not entitled to future HAP payments the BHA may enter into a repayment agreement with the owner for the debt owed, or seek to collect the monies via third party debt collector or legal action.
- (d) If the owner refuses to repay the debt, enter into a repayment agreement or breaches a repayment agreement, the owner maybe banned from future participation in the program, and the BHA may seek to collect the monies via third party debt collector or legal action.
- (e) The BHA will not enter into a repayment agreement if there is already a repayment agreement in place with the owner, or if the amount of debt owed exceeds the Federal or State threshold for criminal prosecution.

11.3 Restriction on Relocating

Generally, a participant may not relocate during the initial lease term or if there is pending grounds for termination of assistance. The following exceptions may apply:

A participant may relocate in the during the term of the lease, initial or otherwise, or when grounds for termination are present, if on or more of the following conditions is present:

- (a) The Unit has been on stop payment for more than 30 days,
- (b) An HQS breach not caused by the Family is determined to be life-threatening.
- (c) The move is required as a Reasonable Accommodation for a Disabled Person.
- (d) There is mutual consent between the Owner and the Participant.

(e) The Family will not be prohibited from moving during the initial lease term so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the Unit in order to protect the health or safety of any individual member of the household who is or has been the victim of Domestic Violence, Dating Violence Stalking, or Sexual Assault and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling Unit (If the family or family member, or any family member is a victim of sexual assault that occurred on the premises during the 90 day period prior to the family's request to move, the family member is not required to believe that he or she was threatened with imminent harm from further violence if he or she remains in the dwelling unit..

(f) Other exceptions which the BHA deems it necessary for the Family to relocate, including but not limited to, Domestic Violence, Dating Violence, Stalking, or Sexual Assault.

11.3.4 Issuance of a Voucher

- (a) The BHA will issue a Voucher anytime that a Participant requests one, regardless of whether or not they gave proper notice to their current landlord.
- (b) If a Participant vacates his/her unit and a new tenancy has not been approved by the BHA, he/she must contact the Housing Authority within twenty (20) days of receiving notice in order to obtain a Final Voucher and retain voucher holder status. Failure to contact the Housing Authority within twenty (20) days will result in the loss of rights to retain voucher holder status. No further notice will be given and all rights to participate in the Housing Choice Voucher Program will end.

11.4 Change of Ownership

Upon notification in writing that Ownership of an assisted Unit has changed, the BHA will Stop Payment to the former Owner. In order for the BHA to begin payment to the new Owner, the former Owner must assign the HAP Contract and Lease to the new Owner, the new Owner must complete and sign an Owner/Agent Data Form and a W-9 form to verify tax reporting. The new Owner

must also provide the BHA with a certified copy of the deed or attorney's letter documenting Ownership.

11.5 Eviction

The Owner must notify the Family's Leasing Officer in writing when commencing eviction procedures against the Family. A copy of the eviction notice served on the Family to the Leasing Officer is sufficient notice. If the Family contests the Owner's decision to evict and refuses to leave the Apartment, the Owner must commence an eviction proceeding in a court of law.

11.6 Family Absence from a Unit

Absence means that no member of the Family is residing in the Unit.

11.6.1 Absence of up to Thirty (30) Days

A Family may be absent from the Unit for any reason for up to 30 consecutive days.

11.6.2 Absence Greater Than Thirty (30) Days

The Family may not be absent from the dwelling Unit for more than thirty (30) days without BHA written approval. If the Family plans to be absent from the Unit for more than thirty (30) days, the Family must request approval from the BHA in writing and provide documentation indicating the reason for the extended absence from the Unit. An absence for greater than thirty (30) days may be approved by the BHA for reasons of health, rehabilitation, convalescence, incarceration or the personal needs of the Family. Each case will be evaluated based on the individual circumstances. Failure to request and receive approval to be absent from the Unit for more than thirty (30) days may result in termination of assistance.

11.6.3 Absence may not Exceed 180 Days

A Family's absence from a Unit assisted by the Section 8 program may not exceed 180 consecutive calendar days without exception. If a Family is absent from the Unit for more than 180 consecutive calendar days the BHA shall terminate the HAP Contract for the Unit.

11.7 Family Break-Up Policy

A Family Break-Up occurs when one or more adult Household Members will no longer reside together and there is a dispute as to who will retain the HCVP assistance. A Family Break-Up may occur in instances including but not limited to: divorce, separation, or protective order. When a Family Break-Up occurs, the HCVP assistance does not always remain with the Head of Household. Any recorded adult Household Member, Emancipated Minor, or adult assuming

responsibility for one or more minor Family members could potentially retain the HCVP Assistance.

When the BHA receives notice that there has been a Family Break-up or that a Family Break-up will imminently occur, the BHA will determine which Family member shall retain the HCVP assistance using the criteria and procedure provided below.

11.7.1 Court Determination

- (a) If a court determines which Family member shall retain the HCVP Assistance, the BHA is bound by the court's decision¹⁸. A court determination cannot be appealed through any BHA review process.
- (b) If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking as provided in 24 C.F.R. part 5, subpart L, the PHA must ensure that the victim retains assistance.

11.7.2 BHA Determination

When there is no court determination, the BHA determines which Household Members will continue to receive HCVP assistance upon a Family Break-up. In making this determination, the BHA shall consider the interests of all assisted Family members. The BHA will use its discretion to decide which Household Members will continue to receive HCVP assistance by taking into account the following:

- (a) The interests of any minor children, with consideration to custody rights;
- (b) The interests of any Elderly, or Disabled Household Member;
- (c) Whether a Household Member *fled* the Unit because of actual or threatened violence by a spouse or other Household Member. The BHA will take into consideration incidents of actual or threatened violence regardless of whether the Household Member leaving the Unit is the victim or the Perpetrator;
- (d) Whether the assistance should remain with a Household Member remaining in the original assisted Unit or a Household Member who has fled or left the Unit; AND
- (e) The amount of time since the Household Member was added to the Family Composition. The BHA will take this factor into

¹⁸ The BHA may challenge the court's order on the grounds that any portion of the decision is contrary to State or Federal housing law.

consideration based on the individual circumstances surrounding the addition of the Household Member.

11.7.3 Notice of Proposed Subsidy Allocation

When the BHA receives notice that there has been a Family Break-up or that a Family Break-up will imminently occur, the BHA will make an initial determination in accordance with section 11.7.2 regarding which person shall retain the HCVP assistance. The BHA will also determine which Household Member will become new Head of Household or Co-Head of Household. All adult Household Members and other adults as, identified in section 11.7.8, shall be notified of these determinations. Notice shall be sent to any and all addresses identified by such adults and not solely to the last address for the Head of Household. The notice shall describe what factors BHA utilized in making its determinations. The notice shall also state that any adult Household Member or other adult, as identified in section 11.7.8, has twenty (20) days to request a review of the decision.

11.7.4 Right to Appeal BHA's Proposed Subsidy Allocation

If a Household Member or another adult, as identified in section 11.7.8, disagrees with the BHA's determination regarding which person shall retain the HCVP assistance, that person may appeal the decision. The request for a hearing must be in writing and received by the BHA Leased Housing Division within twenty (20) days of the date of the BHA's notice of Proposed Allocation.

11.7.5 Procedure for Informal Hearings Regarding Family Break-Up

If any Household Member or other adult, as identified in section 11.7.8, requests a hearing to dispute the BHA's proposed subsidy allocation, the BHA Leased Housing Division shall conduct a hearing to review that decision. All Household Members and other adults, as identified by section 11.7.8, shall be given notice of the hearing date. The hearing will be conducted by a person who did not make or is not the subordinate of the person who made the initial determination. The person requesting the hearing shall have the right to review those portions of the file relied upon in the BHA's determination except that the BHA will redact any information, including addresses where applicable, which could compromise the safety of any person. The BHA may alter its usual hearing procedure and rules, consistent with applicable law, to assure the safety of all individuals who may be participating in the proceeding.

The person conducting the hearing shall issue a written decision within thirty (30) days from the close of the hearing record. The decision shall be sent to each adult Household Member who is claiming a right to the subsidy or any other adult as identified by section 11.7.8.

11.7.6 Assistance Pending the Exhaustion of Right of Review

The BHA will continue to pay assistance under the existing HAP Contract and will not issue a voucher for relocation based on a determination under section 11.7.2 until either the time period to appeal the determination has lapsed or a hearing decision has been issued. Any housing assistance thereafter shall be in accordance with the BHA's Family Break-Up determination or hearing decision.

11.7.7 Recertification of Family's Income and Change in Rent Share

Where there has been a Family Break-Up and the right of appeal has been exhausted the BHA will recalculate the Family's rent share to reflect the current Family Composition in accordance with the provisions of section 7.1.3 of this Administrative Plan. Any change in the Family's Share of rent will be effective retroactive to the first of the month following the date the Family Break-Up occurred.

11.7.8 Non-Household Members Who Advance a Claim on Behalf of Minor or Incapacitated Household Members

- (a) Where there has been a Family Break-Up with one or more remaining Minor Household Members; AND one or more adults who are not currently Household Members advance a claim that they wish to become the Head of Household on behalf of one or more remaining Minor or incapacitated Household Members; AND there is a dispute about who should become the Head of Household or Co-Head of Household, the BHA shall determine which such claimant shall take over the Voucher as Head of Household using the criteria under section 11.7.2 above.
- (b) In the event a remaining Household Member is an incapacitated Adult who is unable to fulfill the Family obligations, the person asserting a right to the subsidy on behalf of the incapacitated Household Member must be an adult who has been appointed either a temporary or permanent guardian and is willing to assume the obligations of the HCVP as Head of Household.
- (c) Any adult who the BHA determines is appropriate to become the Head of Household is subject to fulfilling all preliminary and final eligibility requirements in accordance with this Administrative Plan or its successor.

11.8 Residual Family Policy

A remaining Household Member may apply to become the Head of Household, in the event of the death, departure or incapacity of the Head of Household. This person is referred to as a Residual Family Applicant for the purposes of this Administrative Plan. Application approval is contingent on the Residual Family Applicant and all Household Members meeting the criteria set forth below.

11.8.1 Qualifications for Residual Family

In order to assume the status of Head of Household and continue as a Participant under this policy, the Residual Family Applicant must be:

- (a) An Adult who was a Household Member at the last annual Recertification if the Head is removed due to death or incapacity, or who has been a Household Member for more than twelve months, if the Head departed to other non-BHA housing, and whose income was recorded and considered in the rent computations during the period of his/her participation, unless he/she was without income or was a Full-Time Student; OR
- (b) In the event the remaining Household Member(s) consists only of Minor children, the Residual Family Applicant must be an adult, or a court granted Emancipated Minor or an adult, who has been appointed either a temporary or permanent guardian, or is the natural parent of one or more Household Members, and is willing to assume responsibility for the Apartment and the remaining Family members, and is willing to become a Participant and Head of Household in the Section 8 program; OR
- (c) In the event the remaining Household Member(s) is an incapacitated adult who is unable to fulfill the Family obligations, the Residual Family Applicant must be an adult who has been appointed either a temporary or permanent guardian, and is willing to assume the obligations and become a Participant in the Section 8 Program and assume the responsibilities as Head of Household; AND
- (d) The Residual Family Applicant and Family, if any, for Residual Family status must meet the eligibility requirements for Applicants as set forth in this Administrative Plan.

11.8.2 Calculation of Rent Once Residual Applicant Approved

The BHA will calculate the Family Share and adjust the Voucher Size appropriately once the Residual Family Applicant has been approved. The rent will be retroactive to the date that the original Head of Household/Co-Head of Household left the Unit.

11.8.3 Limitations of Policy

The remaining Household Members will not become Residual Family, if the departing or incapacitated Head:, has an outstanding balance due to the BHA (except in the case of the Head's death) or termination of the subsidy by the BHA is pending.

11.8.4 Residual Family – Right of Appeal

A Residual Family Applicant who disagrees with a decision made by the BHA may request an informal hearing pursuant to 24 C.F.R. § 982.555 and Chapter 13 of this Administrative Plan.

11.9 Ineligible for Continued Assistance

11.9.1 Income Ineligible

If thirty percent (30%) of the Family's Monthly Adjusted Income equals or exceeds the lower of the Gross Rent or the Payment Standard, the BHA will suspend the end of participation for six (6) months from the effective date of the certification. The BHA will inform the Family in writing of the anticipated end of participation and its right to appeal the anticipated end of participation through an informal hearing.

11.9.2 Resumption of the Subsidy

If within six (6) months after notifying the Family of the anticipated end of participation: (i) the Family's income share falls below the lower of the Gross Rent or the Payment Standard, (ii) the Contract Rent increases, or (iii) the Family moves to a new Apartment, the BHA will reexamine the Family's eligibility for participation in the HCVP upon the Family's request. If thirty percent (30%) of the Family's Monthly Adjusted Income is then less than the lower of the Gross Rent or the applicable Payment Standard, then the BHA will resume making assistance payments on behalf of the Family.

11.9.3 Termination of subsidy

If the Family's income share does not fall below the lower of the Gross Rent or the applicable Payment Standard in six (6) months from the effective date of the certification, the BHA will terminate the Family's assistance.

11.10 Family Moves within BHA Jurisdiction

HUD permits participants to move to another unit while maintaining housing assistance. This section discusses the conditions that permit the family to move with continued assistance

11.10.1 Voucher Issuance Upon Request for Relocation

Families who intend to move with continued assistance are issued a Relocation Voucher with a term of 120 days. See *24 CFR § 982.302(a)*. If a Family does not locate a new unit within the term of the voucher and any extensions, the Family may remain in its current unit with continued assistance if both the owner and the BHA approves. Otherwise, the Family will lose its assistance

11.10.2 Denial of Relocation and / or Voucher Issuance

The BHA may deny a move with continued assistance if there are grounds for denial or termination of assistance in accordance with Chapters 6 and 13 of this Administrative Plan.

The Family will be required to complete any annual reexamination process due within 120 days before the request to move is approved.

11.10.3 Notice Requirements to Relocate

In order to move with continued assistance one or more of the following scenarios must occur with respect to the Family's tenancy:

- (a) The assisted lease for the current unit has terminated, including termination because the BHA has terminated the HAP contract due to owner's breach, or the lease has terminated by mutual agreement of the owner and tenant. A copy of any notice of termination must be provided to the BHA.
- (b) The owner has given the Family a notice to vacate, commenced an action to evict the tenant, or obtained a court judgment or other process allowing owner to evict the tenant. The Owner and the Tenant must provide copies of all notices to BHA. In this scenario BHA may deny a move with continued assistance if the Family's violation of the tenancy is also grounds for termination of assistance.
- (c) The Family has given proper notice of lease termination (if tenant has the right to terminate lease on notice to owner).
- (d) The BHA determines that the Family's unit does not meet the HQS space standards (due to increase in family size or change in family composition).
- (e) None of the scenarios above are true, however, the Family or member of the Family is or has been a victim of domestic violence, dating violence, Stalking, or Sexual Assault, and the move is needed to protect the health or safety of the family or family member.

11.10.4 Owner HAP When the Family Moves

If the family moves out of the unit, the PHA may not make any HAP to the owner for any month after the month the family moves out. The owner may keep, however, any housing assistance payment for the month during which the family moves out.

Chapter 12: Portability

A Housing Choice Voucher Holder or a Participant has the right to receive tenant-based assistance outside the BHA Jurisdiction. The Voucher Holder or Participant may lease a Unit anywhere in the United States, in the jurisdiction of a Public Housing Authority. The BHA will brief Participant Families on Portability in an oral presentation when they receive their Voucher. The briefing packet provided to Families will also contain information about Portability.

12.1 Portability Requirements for Applicant Families

12.1.1 Applicant Families Residing Outside of Massachusetts

The BHA Jurisdiction is anywhere within the Commonwealth of Massachusetts.

Families on the BHA waiting list in which neither the Head of Household nor the spouse has a Domicile within the BHA Jurisdiction at the time of initial application have no right to Portability within the first twelve (12) months of HCVP participation.

When such Families reach the top of the waiting list they will be offered the opportunity to use a Voucher to locate an assisted Unit within the BHA Jurisdiction. The Family will be withdrawn from the wait list if, after appropriate counseling, the Family decides not to exercise this option and is unwilling to reside in the BHA Jurisdiction for the initial twelve (12) months of assistance. See also section 3.2.3 – Withdrawal from the Waiting List.

The BHA requires that such Families, who initially reside outside of BHA Jurisdiction, complete twelve (12) months residency in an assisted Unit within BHA Jurisdiction in order to exercise their option for Portability. However, BHA may allow portability to a Unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the Unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the Unit in order to protect the health or safety of an individual member of the household who is or has been the victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling Unit.

12.1.2 Applicant Families within BHA Jurisdiction

A Family that has not yet leased a Unit under the HCVP is eligible for Portability if the Head of Household or spouse has a Domicile within BHA Jurisdiction at the time the application was submitted.

Verification of Domicile. A Lease, school records, or voter registration are acceptable forms of documentation to verify Domicile.

12.2 When an Assisted Family Moves Into the BHA Jurisdiction

12.2.1 BHA Procedure for Receiving Families

When a Family with HCVP assistance from another Jurisdiction arrives at the BHA, the BHA will issue a family in good standing, a Housing Choice Voucher to enable the Family to conduct a housing search within the BHA Jurisdiction. The Voucher issued by the BHA may not expire less than thirty (30) days after the expiration date established by the Initial Housing Authority. If the Voucher has already expired when the BHA receives the paperwork from the Initial Housing Authority, the BHA will refer the incoming portable Family back to the Initial Housing Authority, who may decide to extend the Voucher term and the billing deadline. BHA (the Receiving Housing Authority) policies and procedures as the regarding extensions and Voucher term shall apply. In addition, the BHA will use its own Subsidy Standards to determine the appropriate Voucher Size for a Family that will be administered by the BHA.

The BHA will inform the Initial Housing Authority immediately whether it will absorb or administer the Family's Housing Choice Voucher assistance, and if it approves an extension to the Voucher term or changes the Family's Voucher Size.

The BHA's Payment Standards are used when the portable Family Leases a Unit. The BHA will inform the incoming Family of the BHA's policies and Payment Standards before the Family begins its housing search.

The BHA may delay approval of the Unit or issuance of the Voucher if the Family refuses to comply with BHA procedures (such as completing disclosure forms or certifications). The BHA may not delay issuing a voucher unless recertification is necessary to determine income eligibility. If the BHA is refusing to process or provide assistance under the Portability procedures, the Family will be given the opportunity for an informal review or hearing in accordance with Chapters 5 and 13 of this Administrative Plan.

12.2.2 Absorb or Administer

The BHA has the option to *administer* the subsidy on behalf of the Initial Housing Authority or to *absorb* the portable Family into its own Housing Choice Voucher Program. The Receiving Housing Authority must promptly inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable Family or will absorb the portable Family into its own program.

(a) *Administer the Voucher*

If the BHA decides to administer the Initial Housing Authority's Housing Choice Voucher assistance, the housing assistance for

the portable Family comes from the Initial Housing Authority's Housing Choice Voucher allocation.

When the BHA administers the subsidy, the Initial Housing Authority will retain twenty percent (20%) of the ongoing Administrative Fee for that Housing Choice Voucher unless both the Initial Housing Authority and the BHA (Receiving Housing Authority) reach a different agreement. The Initial Housing Authority may also be eligible for a preliminary fee if the portable Voucher is part of a funding increment awarded during the first twelve (12) months of the PHA's Housing Choice Voucher Program.

The BHA will bill the Initial Housing Authority for the full amount of the Housing Assistance Payment and eighty percent (or other amount agreed to by both PHAs) of the ongoing Administrative Fee earned by the Initial Housing Authority.

The BHA may change its decision to administer a Voucher and decide to absorb at any time in the future.

(b) *Absorb the Voucher*

The BHA may absorb the portable Family into its own program once the HAP Contract is executed on behalf of the incoming Participant Family by the BHA. The HAP Contract must be executed within the BHA Jurisdiction for the Absorption to take place. If the BHA decides to absorb the portable Family, funds from the BHA's consolidated ACC will pay for the Family's housing assistance. The BHA will specify the effective date of the Absorption to the Initial Housing Authority.

12.2.3 Extensions and Suspensions of a Portable Voucher

The BHA will grant extensions and suspensions to a holder of a portable Voucher in accordance with the same standards it uses to grant extensions for Participants or Jurisdiction who are not exercising Portability. See section 7.2.

(a) *Extension that Extends After Initial Housing Authority Expiration Date*

If the BHA is the Receiving Housing Authority and provides an incoming portable Family with search time beyond the expiration date of the Initial Housing Authority's Voucher, it must inform the Initial Housing Authority of the extension and should bear in mind the billing deadline provided by the Initial Housing Authority.¹⁹

¹⁹ The initial billing submission must be received no later than 60 days following the expiration of the voucher issued by the initial PHA.

Unless willing and able to absorb the Family, BHA will ensure that any Voucher expiration date will leave sufficient time to process a RTA, execute a HAP Contract, and cover the anticipated delivery time (if the PHA is not submitting the billing information by fax or email) so that it will be received by the Initial Housing Authority by the deadline date (See section 12.6 on billing).

12.2.4 On-going Responsibilities of the Receiving PHA

After a portable Family Leases up in the BHA Jurisdiction, the BHA is responsible for conducting all interim and annual reexaminations for the Family and all HQS inspections of the Family's Unit. The BHA will send the Initial Housing Authority a copy of the updated Form HUD-50058 at each annual Recertification for the duration of the time the BHA is billing the Initial Housing Authority, regardless of whether there is a change in the billing amount.

Under a billing arrangement, the Initial Housing Authority must be informed of all changes affecting the Family's subsidy. After each interim and annual reexamination, the Receiving Housing Authority must send the Initial Housing Authority a completed form HUD-52665 showing the new HAP amount with a copy of the form HUD-50058 if the billing amount changes.

If the receiving PHA has absorbed the Family, the Family is no longer considered a portable Family. The Initial Housing Authority is no longer involved with the Family's subsidy. There is no billing and no communication on other details of the Family's occupancy.

12.3 When an Assisted Family Moves out of the BHA Jurisdiction

12.3.1 Family Interest in Portability

After a Family announces its interest in Portability, the BHA will provide the Family with information to help it contact the PHA in the Jurisdiction where the Family wishes to live. If this will be the Family's first Lease under the Housing Choice Voucher Program, the BHA will compare the Family's income to the applicable-income limit (typically the very low-income limit) for the community where the Family wants to move and determine if the Family will be able to Lease an Apartment with continued assistance in the Jurisdiction of their choice.

Addresses and telephone numbers for PHAs around the country are available on HUD's web site: www.hud.gov. Income limits are available at www.huduser.org.

12.3.2 Decision to Move Outside BHA Jurisdiction

When the Family decides to move outside the BHA Jurisdiction the BHA will:

- (a) Contact the Receiving Housing Authority by phone, fax, or email to alert that agency to expect the Family; and
- (b) Send the Receiving Housing Authority, by mail or facsimile, a completed form HUD-52665, Family Portability Information form.

12.3.3 Selecting the Receiving PHA

When there is more than one PHA administering a Housing Choice Voucher Program within the Jurisdiction where the portable families wants to move, the Initial Housing Authority has the authority to select the receiving PHA.

12.3.4 Limitations on Moving

- (a) Participants who have utilized Portability to move outside the BHA jurisdiction are bound by the same limitations on moving as Participants not exercising Portability. See section 11.3.1 and 11.3.2. Thereafter, a move at the Family's request may not occur more than once in any twelve (12) month period. See section 11.3.3 for exceptions to this limitation.

Exception: A Receiving Housing Authority must absorb the Family to alleviate this limitation.

- (b) The BHA will not provide portable assistance for a Participant Family if the Family has moved out of its assisted Unit in violation of the Lease. See 24 C.F.R. § 982.355 (b).

12.4 Portability Terminations

The BHA may terminate a Family's assistance when it is acting as the Initial Housing Authority or the Receiving Housing Authority.

In cases where the BHA is the Initial Housing Authority and is terminating assistance, the Participant shall be advised of the reason for the termination as provided by the BHA and of the Participant's right to request a hearing of the terminating BHA. The result of decision rendered by the BHA (the Initial Housing Authority) is binding upon the Receiving Housing Authority. The Family's participation shall be terminated on the date specified in the hearing notice or at the end of the month following the month in which the BHA has notified the tenant and the Owner of the termination, whichever is later.

12.5 Claims by Another PHA

Any amounts owed by a Participant to an Initial Housing Authority, to any prior PHA, or to a Receiving Housing Authority which are the result of the Family's participation in a housing program while in the Jurisdiction of that PHA must be

collected by that PHA. The BHA will not collect amounts owed to another PHA on behalf of that PHA.

Either PHA may contact the HUD state or area office for assistance in resolving Portability disputes between PHAs, although efforts to reach mutual agreements without HUD's involvement are encouraged. Frequently, involvement of management or executive staff at both agencies and agreement to use logs and other monitoring tools internally is all that is required.

12.6 Portability Billing Requirements

12.6.1 Summary of Portability Billing Deadlines.

Failure to meet the following deadlines may result in a reduction of administrative fees or a transfer of the amount of baseline units from one Housing Authority to another in accordance with HUD regulations and guidelines.

- (a) *Submission of Initial Billing Amount* (Part II of the Form HUD-52665) -- Receiving PHA must submit initial billing notice (1) no later than ten (10) working days following the date the HAP Contract was executed and (2) in time that it will be received no later than sixty (60) days following the expiration date of the Family's Voucher issued by the Initial Housing Authority.
- (b) *Payment of First Billing Amount* - Initial Housing Authority makes payment within thirty (30) days of receipt of Part II of the Form HUD 52665 indicating billing amount.
- (c) *Payment of Subsequent Billing Amounts* – The Initial Housing Authority is responsible for ensuring that subsequent billing amounts are received no later than the fifth working day of each month for which the monthly billing amount is due.
- (d) *Notification of Change in Billing Amount or Other Action* – The receiving PHA notifies the Initial Housing Authority of any change in the billing amount as soon as possible (preferably before the effective date to avoid retroactive adjustments) but in no circumstance any later than ten (10) working days following the effective date of the change.

CHAPTER 13: Termination of Assistance

13.1 Definitions

13.1.1 Drug Related Criminal Activity

- (a) The manufacture, sale, distribution, or use, or the possession with intent to manufacture, sell or distribute a controlled substance, as defined in section 802 of the Controlled Substances Act (21 U.S.C. § 802);

13.1.2 Violent Criminal Activity

Violent Criminal Activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

13.1.3 Termination Due to Domestic Violence

See section 1.2.5 for restrictions regarding the termination of a participant who may be a victim of Domestic Violence, Dating Violence, Stalking, or Sexual Assault.

13.2 Mandatory Termination

The following chapter outlines the program violations for which the BHA can terminate a Family's assistance. Certain program violations allow the BHA to use its discretion in deciding whether or not terminate the Family's assistance. See section 13.3. The following are list of program violations which require the BHA to terminate the Family's assistance:

13.2.1 Eviction for Lease Violations

The BHA must terminate program assistance for a Family evicted from federally assisted housing for serious violations of the Lease. The BHA will use its discretion to determine which Lease violations are serious.

13.2.2 Consent Forms

The BHA must terminate the assistance of a Participant if any Family member fails to sign the Consent forms as required in 24 C.F.R. part 5, Subparts B and F.

13.2.3 Evidence of Citizenship

The BHA must terminate assistance if the Participant has failed to submit evidence of eligible immigration status or a form certifying that a Family member does not wish to claim eligible Citizen or non-Citizen status for each Family member, or because the Applicant or Participant cannot provide evidence of Citizen, National, or Eligible Non-Citizen Status for at

least one Family Member pursuant to 24 C.F.R. part 5 (See Chapter 5 section 5.6 for requirements for evidence of Citizenship and immigration status).

13.2.4 Manufacture of Methamphetamine

The BHA must terminate assistance if a Participant has ever been convicted of Drug Related Criminal Activity as a result of manufacture or production of methamphetamine on the Premises of federally assisted housing. The Premises includes the dwelling, common areas, and grounds.

13.3 Discretionary Termination

The Administrator or his or her designee may use discretion at any time (before or after an informal hearing) to decide whether or not to terminate a Family's assistance for any of the program violations listed in this section.

13.3.1 Consideration of Circumstances

The BHA will use the following non-exhaustive list when using its discretion to decide whether or not to terminate the subsidy:

- (a) *Consideration of circumstances generally.* The BHA has the discretion to consider all of the circumstances in each case including, but not limited to, the seriousness of the offense, the extent of the criminal history, the extent of participation by Family members, and the effects that termination will have on Family members not involved in the alleged activity.
- (b) *Reasonable Accommodation.* The BHA shall consider a request for Reasonable Accommodation by a Participant who has a disability or handicap, has a record of a disability or handicap, or is perceived as having a disability or handicap. The BHA will follow its Reasonable Accommodation Policy to determine whether or not an Accommodation should be made for a Participant who is a Disabled Person.
- (c) *Mitigating Circumstances.* The BHA shall consider mitigating circumstances such as active participation in, or completion of, a supervised drug treatment program.
- (d) *Termination of a portion of the Family.* The BHA may, in its discretion, terminate only certain members of the Family, if there is sufficient evidence that the Family member who engaged in the alleged activity will not reside in the unit or if the Head of Household certifies that the Family Member who engaged in the alleged activity will not reside in the Unit.
- (e) *Domestic Violence.* The BHA may consider an incident or incidents directly related to Domestic Violence, Dating Violence,

Stalking, or Sexual Assault as mitigating circumstances is directly related to the reason for termination.

13.3.2 Eviction from Federally Assisted Housing

If any member of the Family has been evicted from federally assisted housing in the past five years.

13.3.3 Termination of Assistance

If a Public Housing Authority has ever terminated assistance under the program for any member of the Family.

13.3.4 Debt to Housing Authority

- (a) If the Family currently owes rent or other amounts to the BHA or another Public Housing Authority in connection with Section 8 Program, public housing assistance under the U.S. Housing Act of 1937, or any other Publicly Assisted Housing Program.²⁰
- (b) The Participant as a previous or current Participant in the Section 8 program has not reimbursed the BHA or another Public Housing Authority for amounts paid to an Owner under a Contract for rent or other amounts owed by the Family under the Lease. If the participant is a former BHA public housing resident at a site that was converted to the Section 8 Program:
 - (i) BHA will send a letter of rent balances in advance of the conversion, requesting that families pay any outstanding debt as soon as possible.
 - (ii) Balances will be reviewed again after conversion, once all accounts have been reconciled.
 - (iii) The Leased Housing Department will negotiate and execute repayment agreements with families using a similar process that is in place for HCV fraud collections set out in Section 13.3.5 below.
 - (iv) The agreements will be monitored and maintained by the Leased Housing Department.
- (c) If the Family breaches an agreement with the BHA to pay amounts owed to the BHA, or amounts paid to an Owner by the BHA.

²⁰ Other Publicly Assisted Housing Program – means residence in any housing program assisted under M.G.L. Chapter 121B (such as state-assisted public housing for families, Elderly or disabled persons), or Massachusetts Rental Voucher Program or assisted under the United States Housing Act of 1937 as amended (42 U.S.C. § 1401 *et seq.*) (such as federally-assisted public housing for families, Elderly or disabled persons, Section 8 certificate/voucher, project-based certificate, moderate rehabilitation, loan management/property disposition leased housing program, Indian housing, or tenant-based assistance under the HOME program)

13.3.5 Fraud

If any member of the Family has committed fraud, bribery, or any other corrupt criminal act in connection with any Federal housing program.

- (a) When a participant has failed to accurately report his/her family composition and income information or falsely verifies said information resulting in the BHA overpaying a subsidy on his or her behalf the participant must repay these monies to the BHA. A Section 8 participant is obligated to pay money owed to the BHA as a condition of continued participation in the program.

- (i) The family must either pay the amount owed in full within thirty (30) days of the BHA determination of debt; or
 - (ii) Enter into a repayment agreement and abide by its terms

- (c) Terms of the Agreement

- (i) The maximum term of a repayment agreement should not exceed thirty-six (36) months. A waiver of up to twenty-four (24) additional months may be granted by a BHA Leased Housing director or his/her designee for verifiable mitigating circumstances
 - (ii) Monthly Payments – the monthly payment is set at the discretion of the BHA, so that the debt in full will be satisfied within the thirty-six (36) month period, however the monthly payment combined with the participant's monthly share of his/her rent may not exceed 40% of his/her monthly adjusted income. The participant may make a lump sum payment up front to reduce his/her monthly obligation

- (d) Missed Payments

- (i) If a participant misses a total of three payments at any time during the term of the repayment agreement, he/she is in default of the agreement and the BHA will proceed with termination upon notice to the participant.
 - (ii) If the participant pays the entire debt in full or the participant becomes current with the repayment agreement, prior to the date of the termination

hearing, Leased Housing may decide to withdraw its proposed termination.

- (e) The BHA is not obligated to enter into a repayment agreement with a participant. The BHA may terminate assistance to a family for reasons including, but not limited to: 1) fraud; 2) refusing to enter into a repayment agreement; and or 3) any violation of family obligations, including fraud.
- (f) If a participant's assistance is terminated and or a participant has failed to abide by any repayment agreement, the BHA may take all necessary steps to collect monies owed including referring the matter to a third party debt collector, reporting monies owed to EIV and or legal action.
- (g) The BHA will not enter into a repayment agreement if there is already a repayment agreement in place with the family or if the amount of debt owed by the family exceeds the Federal or State threshold for criminal prosecution.

13.3.6 Drug Related Criminal Activity

The BHA may terminate assistance for a Participant Family if the BHA determines that any Family Member is currently engaged in:

- (a) Any illegal use of a drug; or
- (b) A pattern of illegal use of a drug which interferes with the health, safety or right to peaceful enjoyment of the Premises by other residents.

Note: The BHA may not deny or terminate assistance for past use or possession of a controlled substance by a Family member if the Family member can demonstrate that (s)he has an addiction, has a record of an addiction, or is regarded as having an addiction to a controlled substance, and can demonstrate that (s)he is in recovery from any such addiction,

and does not currently use or possess controlled substance. The BHA may require a Family Member who has engaged in the illegal use of a controlled substance to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the Unit.

13.3.7 Alcohol Abuse

The Participant's or a Family member's abuse or pattern of abuse of alcohol may threaten the health or safety of, or the right to peaceful enjoyment of the Premises by other residents.

- (a) A Participant's dependency on alcohol will not help to mitigate violations of the Participant's requirement to meet the obligations of the program.
- (b) The BHA may require a Family member whose abuse or pattern of abuse of alcohol has threatened the health or safety of, or the right to peaceful enjoyment of the Premises by other residents to submit evidence of participation in, or successful completion of, a treatment program as a condition preceding being allowed to reside in the Unit.

13.3.8 Behavior towards BHA staff

If the Family member has engaged in or threatened abusive or violent behavior towards BHA personnel.

13.3.9 Violation of Family Obligations

The Participant has violated any Family obligation under the program by action or failure to act as listed in section 13.5.2 or as set forth in 24 C.F.R. § 982.551.

13.4 Termination of Assistance Due to Lack of Adequate Funding

13.4.1 Background

The BHA is prohibited from assisting Families over either its annual baseline number of Vouchers per its approved Annual Contributions Contract (ACC) with HUD or its Annual Housing Assistance Payments (HAP) Budget Authority from HUD. In the event that the BHA's Annual HAP Budget Authority is reduced to an amount that will no longer support the number of HAP Contracts currently in the program, the BHA shall determine the number of HAP Contracts that must be terminated due to the lack of adequate funding from HUD. The BHA shall follow the steps outlined in this section in terminating assistance to families.

13.4.2 Excluded Families

A Family in any of the following categories shall be excluded from any termination of assistance due to lack of funding from HUD:

- (a) Elderly Family,
- (b) Disabled Family
- (c) Families who are Project Based Voucher participants as long as the HAP contract for the site remains in effect.
- (d) Families participating in the VASH program as long the VASH program is fully funded.
- (e) Any Family that is under an agreement in the Homeownership program or subject to a BHA relocation agreement.

13.4.3 Determining HAP Contracts to be Terminated

The BHA shall terminate the HAP contract on behalf of a Family based upon the Families date of admittance to the program. For this purpose, the BHA shall consider the Family's original Lease date under the BHA's Section 8 Program to be their date of admittance to the HCVP. The Family that was first admitted to the program, according to their Lease date, shall be the first to have the HAP contract terminated due to the lack of adequate funding from HUD. The BHA will refer Families where the HAP contract on their behalf has been terminated to appropriate agencies to find available housing²¹.

13.4.4 Referral of Families to other BHA programs

The BHA may refer families where the HAP has been terminated due to lack of adequate funding from HUD, to any other BHA programs which may have vacancies in an effort to house these families.

13.4.5 Resumption of Terminated Subsidies

The BHA will reissue a voucher to Families, where the HAP contract has been terminated due to lack of funding only when funding is restored to levels adequate to support the resumption of additional HAP payments. The BHA will do so by the participants admittance dated (original lease date) beginning with the most recent admittance date to oldest admittance date.

13.5 Family Obligations

13.5.1 Tenants Informed of Family Obligations

- (a) The BHA will supply the Family with a written description of the Family obligations
- (b) The Head of Household will sign the Family obligations at each annual Recertification to certify that he/she understands and will comply with the obligations of the program.

13.5.2 HCVP Family Obligations

Participants in the HCVP must follow the Family obligations. Violation of the Family obligations by an act or a failure to act may result in termination of assistance.

This section states the obligations of a Participant Family under the program.

- (a) *Supplying required information.*
 - (1) The Family must supply any information that the BHA or the Department of Housing and Urban Development (HUD) determines necessary in the administration of the program, including submission of required evidence of Citizenship or eligible immigration status (as provided in section 4.6) as required by federal regulations. "Information" includes any requested certification, release or other documentation.
 - (2) The Family must supply any information requested by the BHA or HUD for use in a regularly scheduled reexamination of Family income and composition in accordance with HUD requirements. See section 10.1.1 for specific requirements.
 - (3) The Family must disclose and verify social security numbers (as provided by part 5, subpart B of 24 C.F.R.) and must sign and submit Consent forms for obtaining information in accordance with part 5, subpart B of 24 C.F.R.
- (b) *HQS Breach Caused by Family.* The BHA may terminate a Participant from the Section 8 program for life threatening HQS violations that the Participant does not correct within 24 hours. The BHA may terminate assistance for non life-threatening HQS violations that the Family does not correct the violation within thirty (30) days. The BHA may also terminate a Participant under this provision for one or more of the following reasons.

- (1) The Family fails to pay for any utilities that the Owner is not required to provide, but which are to be paid by the tenant.
- (2) The Family fails to provide and maintain any appliances that the Owner is not required to provide, but which are to be provided by the Family.
- (3) If any Family member or any guest damages the dwelling Unit or common areas beyond ordinary wear and tear. An action for termination under this provision may be commenced for one or more of the following reasons:
 - i. A BHA Inspector determines that the damage was a result of intentional or reckless conduct. For the purpose of this section "reckless conduct" shall be defined as rash, heedless, wanton conduct; acting with indifference and/or disregard to the possibility or probability of causing damage to property of the Section 8 Family or the property of any other residents;
 - ii. The damage was of such an extreme nature. The following factors may serve as a guideline to determine whether damage is considered to be extreme:
 1. Number of identified areas damaged within the unit;
 2. The degree of damage beyond normal wear and tear.

Note: The examples above are not exclusive and a variety of authentic data relating to the damage/incident may be used either together or individually to determine if damage is extreme.

- (c) *Allowing BHA inspection.* The Family must allow the BHA to inspect the Unit at reasonable times and after reasonable notice.
- (d) *Violation of Lease.* The Family may not commit any serious or repeated violation of the Lease
- (e) *Family notice of move or Lease termination.* The Family must notify the BHA and the Owner before the Family moves out of the Unit, or terminates the Lease on notice to the Owner.

The Family must give the BHA a copy of the thirty-day notice of termination that the Family gave to the Owner before the Family can move to a new Apartment with assistance.

- (f) *Owner eviction notice.* The Family must promptly give the BHA a copy of any Owner eviction notice. Promptly means within two weeks of receiving the eviction notice for the purposes of this section.
- (g) *Use and occupancy of the Unit.*
 - (1) The Family must use the assisted Unit for residence by the Family. The assisted Unit must be the Family's only residence.
 - (2) All Family members residing in the Unit must be approved by the BHA. The Family must promptly notify (within thirty (30) days) the Housing Authority of the birth, adoption, or court-awarded custody of a child. The Family must request and receive BHA approval before adding any other Family member as an occupant of the Unit. No person other than members of the assisted Family may reside in the Unit, except a foster child²² or a Live-In-Aide
 - (3) The Family must promptly notify BHA (within thirty (30) days) that a Family member no longer resides in the Unit.
 - (4) If the BHA has given approval, a foster child or a Live-In-Aide may reside in the Unit. See also the definition of Family in Chapter 18: Glossary.
 - (5) A Family Member may engage in legal profit making activities in the Unit, but only if such activities are incidental to the primary use of the Unit for residence by members of the Family.
 - (6) The Family must not sublease or let the Unit.
 - (7) The Family must not assign the Lease or transfer the Unit.
- (h) *Absence from the Unit.* The Family must supply any information or certification requested by the BHA to verify that the Family is living in the Unit, or relating to a Family absence of the Unit, including any BHA requested information or certification regarding Family absences. The Family must cooperate with the BHA for this purpose. The Family must promptly notify (within thirty (30) days) the BHA of an absence from the Unit. Absence means that no member of the Family resides in the Unit. See also section 11.6.
- (i) *Interest in the Unit.* The Family must not own or have an interest in the Unit.

²² See definition of Family in the Glossary for BHA's policy on foster children.

- (j) *Fraud and other program violation.* The members of the Family must not commit fraud, bribery, or any other corrupt criminal act in connection with the programs.
- (k) *Crime by Family Members.* The members of the Family may not engage in Drug-Related Criminal Activity or Violent Criminal Activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the Premises.
- (l) *Alcohol abuse by Family Members.* The members of the Family must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other Participants and persons residing in the immediate vicinity of the Premises.
- (m) *Other housing assistance.* An assisted Family, or any member of the Family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same Unit or for a different Unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

13.6 Procedure for Terminating Assistance

13.6.1 Consideration of Circumstances

In determining whether to terminate assistance because of action or failure to act by members of the Family:

- (a) The BHA may consider all relevant circumstances, such as the seriousness of the violation, the extent of participation or culpability of individual Family members, mitigating circumstances related to the Disability of a Family member, the role of Domestic Violence, Dating Violence, Stalking, or Sexual Assault, and the effects of the termination of assistance on other Family members who were not involved in the violation(s).
- (b) The BHA may impose, as a condition of continued assistance for other Family members, a requirement that Family members who participated in or were culpable for the action or failure to act will not continue to reside in the Unit. The BHA will impose this requirement by removing the Family member from the Family Composition and having the Head of Household sign an agreement stating that the person who violated the program rules will not visit or reside in the assisted Unit or visit in the assisted Unit. A failure to keep this agreement may result in termination.
- (c) If the Family includes a Disabled Person, the BHA decision to terminate may be subject to consideration of a request for Reasonable Accommodation. The BHA will inform every Family subject to termination of their right to request a Reasonable

Accommodation under the BHA's Reasonable Accommodation policy.

13.6.2 Proposed Termination Notice

The Leasing Officer will send the Family a notice of proposed termination (by first class and certified mail). The notice will contain a brief statement with the reason for the proposed termination. The notice will also explain the Family's right to request an informal hearing if they disagree with the BHA basis for termination.

If the Certified Mail is returned to the BHA with a return receipt indicating that delivery was attempted by the USPS but that the addressee failed to pick up the certified mail, AND the first class mail is NOT returned, the notice will be considered received.

13.6.3 Failure to Respond to Termination Notice

If the Family fails to respond within twenty (20) days (thirty (30) days under HUD's non-citizen rule), the BHA will send the Participant a prompt notice of termination (by first class and certified mail). The BHA will also send a copy of the letter to the Owner. The BHA will grant a request for a hearing when a Participant submits a late request, together with evidence of *compelling circumstances* that prevented the Participant from requesting a hearing within twenty (20) days. Late request will be considered by the Administrator of Grievances and Appeals or his/her designee for thirty (30) days beyond the initial appeal period.

13.6.4 Reinstatement after Failure to Request a Hearing

If the failure to request a hearing within twenty (20) days is due to a documented disability, the BHA will reinstate the subsidy. See also BHA Reasonable Accommodation in Rental Assistance Policies and Procedures).

13.6.5 Private Conference

The BHA will use its discretion to schedule a private conference with a Family in an attempt to resolve the alleged violation(s). The BHA has no obligation to schedule a private conference before the informal hearing.

13.7 Informal Hearings for Participant Families

13.7.1 When an Informal Hearing must be offered to a Family

The BHA will offer a Family participating in the program an informal hearing for the following reasons:

- (a) A determination of the Family's annual or adjusted income, and the use of such income to compute the Housing Assistance Payment;
- (b) A determination of the appropriate Utility Allowance (if any) for tenant-paid utilities from BHA allowance schedule;
- (c) A determination of the Family Unit Size under the BHA Subsidy Standards;
- (d) A determination to terminate assistance for a Participant Family because of the Family's action or failure to act;
- (e) A determination to terminate assistance because the Family has been absent from the assisted Unit for longer than maximum period permitted under BHA policy and HUD rules. See section 13.5.2(h);
- (f) A determination to deny a Reasonable Accommodation;
- (g) A determination to deny assistance under the BHA's Residual Family policy.
- (h) A determination of ineligibility for continued assistance.

13.7.2 When an informal hearing is not required

The BHA is not required to provide a Participant Family an opportunity for an informal hearing for any of the following:

- (a) Discretionary administrative determinations by the BHA;
- (b) General policy issues or class grievances;
- (c) Establishment of the BHA schedule of Utility Allowances for families in the program;
- (d) A BHA decision not to approve an extension or suspension of a Voucher term;
- (e) A BHA determination not to approve a Unit or tenancy;
- (f) A BHA determination that an assisted Unit is not in compliance with HQS;
- (g) A BHA determination that the Unit is not in accordance with HQS because of the Family size;
- (h) Failure to request a Final Voucher within 20 days of vacating a subsidized unit.

- (i) A BHA determination to exercise or not to exercise any right or remedy against the Owner under a HAP Contract.

13.7.3 Notice to the Family to Request an Informal Hearing

- (a) In the cases described in sections 13.7.1(a), (b), (c), and (h) the BHA will notify the Family of the basis for the BHA determination. If requested by the family, the BHA will schedule a private conference in accordance with section 13.6.5 and section 8.6 in these situations. The family must request the private conference with twenty (20) days of the date of the notice of rent share determination. If a resolution cannot be reached at the Private Conference, the BHA will notify the Family in writing of its decision and advise the Family that they may request an informal hearing within twenty (20) days of the date of the final notice of determination.
- (b) In the cases described in sections 13.7.1(d), (e), (f), (g) the BHA will notify the Participant as explained in section 13.6.2.

13.7.4 Expeditious Hearing Process

The BHA will hold a hearing and issue a decision promptly. The Family will continue receive assistance while a decision is pending.

Pursuant to Sections 11.3, 11.3.1 and/or 11.3.2., the BHA may deny relocation with continued assistance where there are grounds for denial or termination of assistance.

13.7.5 Hearing Procedures

- (a) *Time to request a hearing..* The Participant has twenty (20) days from the date of the proposed termination letter, except in Non-Citizen Rule cases where the time period shall be 30 days from the date of the notice of termination of assistance for any Family member. The BHA will grant a request for a hearing when a Participant submits a late request, together with evidence of compelling circumstances that prevented the Participant from requesting a hearing within twenty (20) days. Late requests will be considered by the Administrator of Grievances and Appeals or his/her designee for thirty (30) days beyond the initial appeal period.
- (b) *Scheduling.* The BHA Department of Grievances and Appeals will schedule an informal hearing upon the receipt of a Participant's written request. The Participant will be given at least fourteen (14) days notice prior to the hearing date.

(c) *Discovery.*

- (1) The BHA will give the Family the opportunity to examine before the hearing, any documents in BHA's possession that are directly relevant to the hearing. The BHA will allow the Family to make copies of the relevant documents before the hearing at the Family's expense. The BHA will also allow a representative of the Family with an authorized release may have access to the file. If the BHA does not make the document available to the Family for examination upon request, then the BHA may not rely on the document at the hearing.
 - (2) The Family must allow the BHA to examine any Family documents that are directly relevant to the hearing before the hearing upon request. The Family must allow the BHA to examine the relevant documents at the BHA and the Family will allow the BHA to copy the relevant documents at the BHA's expense. If the Family does not make the document available to the BHA for examination upon request, then the Family may not rely on the document at the hearing.
 - (3) Either party may request an extension if required to rebut documents that were not provided to the opposing party prior to the hearing. Extensions will be granted at the discretion of the hearing officer.
- (d) *Amendments to Proposed Terminations.* If the BHA wishes to amend the grounds for the proposed termination, the BHA must notify the Participant of the amendment in writing, not less than fourteen (14) days prior to the hearing date. The amendment will be sent by regular and certified mail to the Participant's address of record. When sending out an amended proposed termination notice, the amended notice shall contain all violations. If the Participant has already requested a hearing due to the original proposed termination, a request for a hearing due to the amended notice is not required.
- (e) *Representation of Family.* At its own expense, the Family may be represented by a lawyer or other representative of the Family's choice.
- (f) *Evidence.* The BHA and the Family will each be given the opportunity to present evidence and question any witnesses. The Hearing Officer may consider evidence without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- (g) *Hearing File.* The hearing file shall consist of all documents submitted by either party in relation to the subject of termination.

The BHA shall maintain audio recordings of all termination hearings.

- (h) *Hearing Officer.* Any designated BHA employee may conduct the informal hearing, other than a person who made the decision under review or his or her subordinate. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the BHA's hearing procedures.
- (i) *Extensions.* The hearing officer may use discretion to grant an extension or continue the hearing to hear additional evidence or testimony.
- (j) *Issuance of Decision.* The hearing officer shall make a factual determination relating to the individual circumstances of the Participant based on a preponderance of the evidence presented at the hearing. The hearing officer shall take into consideration all relevant circumstances and any mitigating circumstances presented by the Participant. The hearing officer shall promptly render a written decision stating briefly the reasons for the decision. The hearing officer will send a copy of the decision to the Family by certified and first class regular mail. The hearing officer will also forward a copy of the decision to the Leased Housing Division and the Leasing Officer.
- (k) *Default and Rescheduling.* The DGA will issue a Default if the Participant does not appear in the DGA within 30 minutes of the scheduled time and did not submit a written request to reschedule prior to the hearing. A hearing may be rescheduled once for any reason without verification, provided that a written request is submitted on or before the date of the hearing. Second and subsequent reschedule requests must be supported by evidence of compelling circumstances that would prevent the participant attending. Reschedule requests submitted after the hearing date must be submitted within thirty (30) days of the hearing date and be BHA may terminate the subsidy, if the Participant does not attend the hearing and does not attempt to reschedule.
- (l) *Compelling Circumstances* Compelling Circumstances – when analyzing whether or not a participant's reasons for requesting a late hearing or failing to attend a hearing are compelling, the Grievances and Appeals Administrator or his/her designee will consider the written facts or circumstances submitted by the participant together with any documentary evidence in support of his/her request. The determination will be based on the following factors: (1) How quickly the participant has attempted to remedy the request/default; (2) the nature of the participant's explanation; (3) whether or not the participant could have prevented the untimeliness; and, (4) whether or not granting a late

hearing/removing default would produce a harsh or unfair result.
Please Note the review will be based solely on the documents submitted, no hearing will be scheduled to determine compelling circumstances.

Failure to receive the proposed termination notice or hearing notice will not be considered a compelling circumstance if the Participant did not receive the notice because of his/her failure to provide the BHA the correct and most current address. If the proposed termination /hearing notice was sent via certified mail and first class mail and is returned to the BHA with a return receipt indicating that delivery was attempted by USPS but that the addressee failed to pick up the certified mail AND the first class mail was not returned as undeliverable, the notice will be considered received and the BHA may terminate the subsidy..

(m) Effect of Decision.

- (1) If the decision to terminate the Family's assistance is ***upheld***, the Family will no longer receive assistance under the section 8 program. The Leased Housing Division will promptly send the Owner and the Participant a notice of termination. There is no additional opportunity within the BHA to appeal the hearing officer's decision.
- (2) If the decision to terminate the Family's subsidy is ***reversed***, the Family will continue to receive assistance under the Section 8 program and will be considered a tenant in good standing.
- (3) The Administrator or his or her designee may find that the BHA is not bound by an informal hearing decision:
 - (i) Concerning a matter for which the BHA is not required to provide an opportunity for an informal hearing, or that exceeds the authority of the person conducting the hearing, or
 - (ii) Is contrary to HUD regulations or requirements, or otherwise contrary to federal, State or local law.

Under such circumstances, the Administrator or his or her designee will make the determination to continue or terminate Participant's assistance. The BHA will promptly notify the Participant of the determination, and of the reasons for the determination. There will be no further opportunity within the BHA to appeal the decision.

- (4) The BHA may use its discretion to overturn a hearing that was "upheld" if the reason for termination was

discretionary. If the BHA overturns an “upheld” hearing, it does not have to meet the requirements listed in section I(3) above.

CHAPTER 14: Programs Administered by the Leased Housing Division and Special Housing Types

14.1 Family Unification Program

14.1.1 General Description

The Family Unification Program (FUP) is a program for Families referred to the BHA by the Department of Social Services (DCF). Once the Family is determined to qualify by DCF, the referral form for the Applicant is forwarded to the BHA. DCF provides the BHA with a completed Family certification form which will certify whether the lack of adequate housing is a primary factor in the imminent placement of a Family's child or children in out-of-home care or in the delay of reuniting a child or children who are in out of home care with the Family. The BHA will notify DCF when the waiting lists opens and DCF may refer Applicants to the waiting list at that time. See also section 14.1.5.

14.1.2 Goals of the FUP

The goal of the FUP is to help Families within the child welfare system to find affordable and decent housing in a safe and supportive environment.

14.1.3 DCF Role in the FUP

The mission of the DCF is to protect children and provide preventative services which aid and support a Family environment. DCF experience indicates that housing is unequivocally a critical element to the stability of any Family. As part of the DCF role in protecting children who have been abused, DCF provides services which enable children to occupy a safe, caring home. Therefore, the DCF is pleased to commit the necessary resources to the FUP.

14.1.4 Placement Definitions that Qualify Families for FUP

The following definitions have been established to identify the Applicants who may be eligible to participate in the Family Unification Program.

(a) For families with children in placement:

- (1) Children are in placement as documented by an "Authorization for Placement Services" provided by the Department of Social Services, or a private agency acting on behalf of the Department; and
- (2) Children are remaining in placement due to lack of adequate housing as documented by the child's Family Assessment, the Service Plan, the Progress Supervisory Review Form, or other written documentation authorized by the area director; or

- (3) Children are to be returned to the Family as documented by the Service Plan, where the return date is past or pending within 90 days, and lack of adequate housing is a documented barrier to the plan with respect to the reunification of Family in a residence/home.

(b) For families with children not in placement:

- (1) Lack of adequate housing has been identified; and the Family is unable to find safe, decent and affordable permanent housing; the Family is at risk of out-of-home care for their children due to homelessness.
- (2) Lack of adequate housing exists if the Family lives in substandard housing, the Family is homeless, the Family is displaced by Domestic Violence, or the Family is living in an Overcrowded Unit.
- (3) A person who is imprisoned or otherwise detained pursuant to an Act of the United States Congress or a Federal or State Law will not be eligible to become a member of the Family Composition under the Family Unification Program.

14.1.5 Identifying Eligible Family Unification Program Families

DCF will identify Families who appear to meet the eligibility for the FUP. DCF will certify whether the lack of adequate housing is a primary factor in the imminent placement of a Family's child or children in out-of-home care or in the delay of reuniting children who are in out-of-home care with the Family. This certification form is completed by DCF. The certification is approved by a DCF supervisor and then forwarded to the Regional Office FUP Coordinator who will make the final determination of eligibility for the FUP. Once the Family is determined to qualify by DCF, the referral form for the Applicant is forwarded to the BHA. The BHA shall maintain a FUP waiting list. If all slots in the FUP are full, the Applicant/Participant is placed on the FUP waiting list according to the date and time of application. Such waiting list shall be closed if the BHA receives a sufficient number of Applicants to maintain an adequate waiting list and the BHA notifies Applicants that the waiting period has become excessive. The BHA will notify DCF when the waiting lists opens and DCF may continue to refer Applicants to the waiting list at that time. The BHA will make a determination of final eligibility for the Housing Choice Voucher Program for a FUP Applicant.

14.1.6 Voucher Issuance

A. Initial Search Term - A Voucher has an initial term of 120 days. The term of the voucher is the amount of time the Family has to find approvable housing. Vouchers will expire 120 days from the date of issuance unless the BHA suspends or extends the term of the voucher. This initial 120 day term will also apply when a family chooses to move to a new unit with

continued assistance inside or outside the BHA's jurisdiction, in accordance with 24 C.F.R. 982 Subpart H. The initial 120-day term also applies when a family or youth chooses to move to a new unit with continued assistance inside or outside the PHA's jurisdiction.

B. Extension of Voucher Term – The BHA's Extension policy for FUP and FYI applicants is as follows: (1) each extension must be for a minimum of 90 days, 2) the BHA must approve the first extension request, regardless of how the request is made (written or oral) or when it is made, as long as the request is made on or before the term expiration date and is consistent with applicable requirements; subsequent requests should be processed in accordance with the BHA's administrative plan, see also c.7.2.5; and 3) the BHA must, on at least one occasion after voucher issuance, notify the applicant prior to the initial term expiration, to remind them of about the term expiration date and the process for requesting an extension of the initial term, and to inquire if the applicant is in need of assistance with their housing search.

14.1.7 Foster Youth To Independence (FYI)

Public housing agencies (PHAs) administer FUP (including FYI) in partnership with Public Child Welfare Agencies (PCWAs), who are responsible for referring families and youth to the PHA for a determination of eligibility for FUP rental assistance. Once the PCWA makes the referral, the PHA places the FUP applicant on its waiting list,³ determines whether the family or youth meets HCV program eligibility requirements, and conducts all other processes relating to voucher issuance and administration. The PCWA is responsible for providing or leveraging follow-up supportive services, such as educational counseling and job preparation, for the period defined in the notice or Notice of Funding Availability/Opportunity (NOFA/O) for which the funding was made available.

FYI assistance, is subject to a 36-month time limit. However, eligible youth may request and extension of /FYI voucher assistance for up to 24 months beyond the 36-month time limit of assistance if they are participating in an FSS program.

An eligible youth who is participating in the Family Self-Sufficiency (FSS) program is entitled to receive FYI assistance for up to an additional 24 months beyond the 36-month time limit of assistance as long as the youth is in compliance with the applicable terms and conditions of the FSS program.

A PHA that carries out an FSS program must inform the FYI youth of the availability of the FSS program at the time the voucher is issued and offer them an FSS slot, if available, or offer to place them on the FSS waiting list.

At the 36-month and 48-month reexaminations, the PHA must extend the FYI voucher assistance if the youth is participating in and in compliance with the FSS program as long as the youth is still eligible for the HCV program. In any case,

the FYI youth cannot receive more than a total of 60 months of FYI voucher assistance even if the FSS Contract of Participation time period extends beyond the FYI voucher 60-month mark.

Families cannot be required to participate in the FSS program as a condition of receipt of assistance under the HCV program, including FYI assistance. However, only FYI youth that sign an FSS Contract of Participation and comply with the requirements of the FSS program are entitled to receive an extension of the time limit for voucher assistance under this statutory provision. FYI youth must participate in the FSS program if it is available to them in order to receive the extension of the time limit for voucher assistance unless the youth meets one of the statutory exceptions described below.

(a) Extension of Assistance Exceptions

1. FYI youth is a parent or other household member responsible for the care of a dependent child under the age of 6 or for the care of an incapacitated person.
2. FYI youth is a person who is regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program.
3. The FYI youth is a person who is incapable of complying with the requirement to participate in a Family Self-Sufficiency (FSS) program as described in paragraph (a) above or engage in education, workforce development, or employment activities as described in paragraph (b) above, as applicable, due to a documented medical condition.

14.2 Non-Elderly Disabled Housing Program (Mainstream Program)

The Non-Elderly Disabled Housing Program (Mainstream Program) is designed to provide housing assistance in the form of a one-bedroom voucher to a Disabled Person who is under the age of sixty-two (62). In addition to Section 8 assistance, the BHA has created a network of services to aid Mainstream Program Applicants and Participants in their search for housing. These services include referrals to agencies within the Boston area who offer support such as housing search assistance, information on disability issues, and advocacy services for a Disabled Person.

A Mainstream Program Applicant will be required to verify their disability by presenting the Disabled Certification Form signed by a medical or rehabilitation professional or qualified non-medical service agency whose function is to provide services to the Disabled. The Applicant will also have to meet income guidelines

set by the Section 8 program and must also be eligible for a one-bedroom Apartment under BHA Subsidy Standards. After all eligibility requirements for the Section 8 program and the Mainstream Program have been determined, an eligible individual is offered a Voucher to begin searching for housing. As a Reasonable Accommodation, Mainstream program Participants shall be offered a two-bedroom Voucher if the BHA approves the Participant's request for a Live-In-Aide as an exception to the BHA's Subsidy Standards.

An Applicant who meets the definition of a Disabled Person and qualifies for a one-bedroom Voucher will be taken in the order of the BHA waiting list (based on date and time of application). An Applicant will be required to complete the requisite certification form regarding the existence of a Disability. An Applicant on the waiting list will also be required to provide documented proof of their Priority status. Respondents to this notification will be placed onto a separate, Non-Elderly Disabled Housing Program waiting list. Such waiting list shall be closed if the BHA receives a sufficient number of Applicants to maintain an adequate waiting list. The BHA will give public notice in a local newspaper of general circulation, neighborhood newspapers, and also by Minority media whenever the BHA is opening the waiting list to Applicants and will state where and when to apply.

14.2.1 Mainstream Voucher Term

A. A Voucher will has an initial term of 120 days. The term of the voucher is the amount of time the Family has to find approvable housing. Vouchers will expire 120 days from the date of issuance unless the BHA suspends or extends the term of the voucher. This initial 120 day term will also apply when a family chooses to move to a new unit with continued assistance inside or outside the BHA's jurisdiction, in accordance with 24 C.F.R. 982 Subpart H.

B. Expiration. The voucher expires automatically on the date indicated on the voucher unless the voucher term changes due to an extension or suspension. The intial voucher states the expiration date.

C. Withdrawal. See Section 7.2.3.

D. Voucher Suspension policy. See Seaction 7.2.4

E. Extension of SeachTime. See Section 7.2.5. The extension term for a mainstream voucher will be a minimum of 90 days. The first extension request, regardless of how the request is made (written or verbal) or when it is made, as long as the request is made on or before the term expiration date and is consistent with the applicable requirements. Subsequent requests will be processed in accordance with the BHA Administrative Plan. The BHA will notify the family prior to the initial term expiration to remind of the initial term expiration date, the process for requesting an extension, and to inquire if the family is in need of assistance with their housing search.

14.3 Family Self-Sufficiency (FSS) Program

14.3.1 Introduction

The BHA developed its FSS Program for current HCVP Participants. The FSS Program is voluntary and offers Families an opportunity to receive supportive services as they work towards economic self-sufficiency by building savings through an escrow account. The BHA surveys all HCVP Participants to determine interest in participating in the FSS program. An interested Participant will be given an opportunity to apply for the FSS Program.

14.3.2 Eligibility and Recruitment

The FSS Program is open to current HCVP Participants (including Homeownership), as well as current Moderate Rehabilitation Participants. The BHA periodically surveys all HCVP Participant to determine their interest in the program. To facilitate this effort, a brochure has been developed to promote the program. Leasing Officers discuss the availability of the FSS Program to Applicants/Participants when they attend their annual Recertification appointment. Applicants/Participants who indicate an interest in the program are placed on a waiting list and invited to a group or individual information/intake appointment and provided with the opportunity to apply for the FSS Program. People will be invited in order, i.e. "first come, first served". When a participant in the BHA's Public Housing FSS program becomes a participant in the Housing Choice Voucher program via Super Priority they shall be permitted to transfer their FSS participation as well.

14.3.3 Individual Training & Service Plan (IT&SP) and FSS Contract

The BHA employs coordinators whose primary duties are to work with FSS Families, and may also partner with outside partner(s) to provide additional supportive services. The FSS Coordinator performs a "needs assessment" of each Applicant in order to determine what services are necessary for the Family to achieve the goal of self-sufficiency. The Coordinator uses the "needs assessment" to develop an Individual Training and Service Plan (IT&SP) for the Family. This plan breaks the large goal of self-sufficiency into smaller interim goals and outlines the activities and services necessary, along with an estimated time frame to achieve these goals. Interim goals help the FSS Coordinator and the Family to measure success and are required by HUD regulations.

Upon completion of the IT&SP, the FSS Coordinator will prepare the Family's FSS Contract of Participation. The FSS Contract includes the effective date, term, responsibilities of the Family and BHA and provisions for establishing an escrow account. Both the Contract and the IT&SP are explained by the FSS Coordinator who also obtains any release of Information forms necessary to monitor the plan and contract. The IT&SP and FSS Contract are signed by both the Head of FSS family (the designated adult family member of the FSS Family who has signed the

COP) and the FSS Coordinator. The term of the FSS Contract is for five years and may be extended for up to two years.

14.3.4 Monitoring/Case Management

The FSS Coordinator monitors the IT&SP during the term of the FSS Contract and provides case management services. The FSS Coordinator links the Family with services and provides support to help the Family achieve its goals. Individual appointments are scheduled as necessary and the FSS Coordinator is also available by telephone for crisis intervention to help the Family achieve the goals set forth in the FSS Contract. FSS Participants are required to keep at least 2 appointments per year, although many Participants will meet with their FSS Coordinator on a much more frequent basis. Workshops are held for FSS Participants throughout the year and include topics such as budgeting, credit repair, homeownership and stress management.

14.3.5 Escrow Account

The FSS program requires establishment of an escrow account. The FSS Coordinator explains the process for creation and maintenance of the FSS escrow account during the initial intake/information session and at the time of FSS Contract execution. The BHA uses Housing Assistance funds paid by HUD for the FSS Escrow deposits. The figures of Annual Income, Earned Income and Total Tenant Payment (TTP) on the FSS Contract of Participation become the baseline for future escrow calculations. If the Family's TTP increases due to an increase in earned income beyond the baseline figures, the difference is escrowed. When the BHA calculates that the FSS Participant is entitled to its first FSS credit (generally at the annual or interim re-certification), an escrow account will be established. The BHA will utilize an escrow account credit worksheet to calculate the amount to be deposited into the escrow account. The BHA is required to deposit all escrowed funds into a single depository account for the entire FSS Program so that the IRS will not count the funds or interest for purposes of income tax. Funds held by the BHA will be invested in HUD-approved investments specified in HUD Handbook 7475. FSS Participants will receive an annual report on the status of their escrow funds at the end of each fiscal year.

The amount in the FSS account, in excess of any money owed to the BHA, is paid to the Head of FSS Family upon successful completion of the FSS Contract. The BHA may disburse a portion of the FSS account before the end of the Contract if the Participant has fulfilled certain interim goal(s) and the money is necessary for completion of the FSS Contract goals.

Escrow deposits are made by the BHA on the assumption of rent paid by the tenant. If a Family does not pay their rent to the their landlord the escrow funds may be forfeited because failure to comply with the lease is a Family obligation under the FSS program. Nonpayment of rent is

grounds for terminating a Family's FSS participation and subsidy and forfeiture of the escrow. See section 13.2.1.

If a program Participant is terminated from the HCVP at any point during the term of the FSS contract, or if the Family is still receiving Temporary Aid for Needy Families (TANF) benefits at the end of the term of the Contract of Participation, the Family's accumulated escrow account will be returned to the BHA. The BHA will use such funds for HUD approved expenses and will be treated as additional program receipts.

14.3.6 Portability

Participating FSS Families are required to Lease an Apartment within the Commonwealth of Massachusetts for the first twelve months of the contract. After this period, a Family may utilize Portability. An FSS Family that chooses to move outside Boston must meet with the Coordinator to determine the best course for their FSS participation. The following options may be available:

The Family continues in the BHA's FSS Program if they are able to maintain services and activities outlined in the IT&SP.

The Family may enter the FSS Program of the Receiving Housing Authority if this option is available. The Family must demonstrate that they will be able to complete the FSS Plan in the new area. The Family would enter an FSS Contract with the Receiving Housing Authority for the term remaining on the Family's contract with the BHA. The BHA will then terminate its contract with the Family.

If the Receiving Housing Authority does not have a FSS Program, or has no opening within its FSS Program, or the Family decides not to continue in the FSS Program, the BHA will terminate its FSS Contract with the Family and any escrow funds will revert back to the BHA. To ensure continuity of service, the BHA will provide opportunities for FSS Program participation for a Family coming into Boston.

14.3.7 FSS Contract Compliance

The IT&SP will be monitored by the FSS Coordinator. A FSS Participant is required to meet with the FSS Coordinator at least once a year to determine if the Family is complying with their plan. A FSS Participant who has not kept an appointment with the FSS Coordinator for one (1) year will be placed on probation. A FSS Participant who does not keep appointments for two (2) years will be sent proposed termination notices from the program. An FSS Participant must comply with the terms of the Lease, including payment of their rent share to the landlord.

If the FSS Coordinator determines that the Family is not keeping appointments with the FSS Coordinator, is failing to actively participate in activities according to the time frames specified in their contract or if they are in violation of any provision of their contract of participation, a

conference will be scheduled to discuss the violation(s). At the conference, the Coordinator, will attempt to resolve the matter by obtaining an understanding of why the Family is not in compliance and determine if adjustments to goals, services, and/or the timetables are necessary and/or appropriate in an effort to help the Family complete their FSS Contract. The Family will be advised that the FSS Contract can be terminated and any escrow funds will be forfeited upon further violations of the FSS Contract. In most cases, problems are resolved at this step. However, if the FSS Coordinator is unable to reach a satisfactory resolution with the Family, additional administrative action may be necessary.

If additional violations of the FSS Contract occur, or the conference does not successfully resolve the matter, the Coordinator will propose termination of the FSS Contract. A letter proposing termination will be sent to the tenant via Certified Mail. The letter will state the reason(s) for the proposed termination and inform the Participant that (s) he has the right to request a conference if there is disagreement regarding the termination. The Participant will be advised to put the request for a conference into writing within ten (10) days to the FSS Coordinator.

At the conference, the Family may state its objection to termination of its FSS Contract. The Coordinator will bring this information and recommendations to hi(s) her supervisor. After a review of this information by the supervisor, the Family will be notified in writing within ten (10) business days of the decision to terminate the FSS Contract or to further modify the plan. If the decision is to terminate, the Family will receive a 30-day notice of this action and will forfeit all funds in its escrow account.

The BHA will not terminate HCVP assistance because of the Family's failure to meet FSS responsibilities (see PIH notice 95-5). Section 8 assistance will be terminated only as provided by HUD and the BHA in the manner applied to all Section 8 subsidy holders.

14.3.8 FSS Contract Completion

Completion of the FSS Contract occurs when:

- (a) The Family has fulfilled all of its responsibilities under the contract; or
- (b) 30% of the Family's monthly-adjusted income is equal to or greater than the Payment Standard amount for the Unit size for which the Family is eligible, or the Gross rent for the Unit rented.
- (c) At any time during the term of the contract of Participation, the BHA may determine that the Family has met its obligations under the FSS Contract. At that time, the amount in the Family's escrow account, less any amount owed to the BHA, will be paid to the Head of the Household.

- (d) The BHA reserves the right to terminate the FSS Contract of Participation before its expiration date under the following circumstances:
 - (1) On determination that the Head of Household or participating Family member failed to fulfill the terms of the contract or any extensions thereof;
 - (2) The Family withdraws from the FSS Program;
 - (3) By mutual consent of both parties;
 - (4) For an act(s) that is/are deemed inconsistent with the purposes of the FSS Program;
 - (5) By operation of law; or
 - (6) When the participating Family is no longer receiving Section 8 assistance.
 - (7) The BHA may declare the Contract null and void if resources and services necessary to complete the contract are not available. If resources and services aren't available, can BHA may release the escrow to the tenant that has been accrued to date.

14.3.9 FSS Program Coordinating Committee

The BHA has brought together a variety of community agencies and private businesses to serve on the FSS Program Coordinating Committee. The Coordinating Committee works with the Service Coordinators to help identify and obtain services necessary to implement the program. The Coordinating Committee meets on a regular basis and the coordinators may consult with individual committee members between meetings. New committee members may be solicited from the community. The committee provides support and information to help the FSS Program serve as many families as possible.

14.4 Designated Housing Vouchers

Designated Housing Vouchers enable a non-Elderly Family with a Disabled Person, who would be eligible for public housing if occupancy were not restricted to Elderly families to lease safe, decent and affordable housing. These Vouchers also assist a Family affected by a BHA decision to designate their buildings as "mixed Elderly and disabled buildings" but demonstrate a need for alternative resources for a Family with a Disabled Person.

14.4.1 Families Eligible for Designated Housing

A Non-Elderly Family with a member who is Disabled Person that is income eligible and lives in public housing that has been designated for occupancy or is on the public housing waiting list, does not need to be listed on the BHA's HCVP waiting list receive HCVP assistance. Instead, these types of Families may be admitted to the HCVP as a Special Admission.

14.5 Skinner Program

In 1989 US District Court Judge Walter Skinner ruled against HUD and ordered the agency to design a program to “facilitate access to suburban housing opportunities for low-income minority households.” As a result the federal government made a special award of Section 8 Vouchers to the BHA. The Vouchers, called Skinner Vouchers, are to be used specifically to help minority Families explore housing opportunities in non-minority areas. The Boston Fair Housing Commission (BFHC) is responsible for providing counseling services to Families in the Skinner program.

Admission under the Skinner Program is considered a Special Admission by HUD. The BHA will issue Skinner Vouchers, when available, to Families who meet the following criteria:

- Minority Head of Household
- At least one child under the age of 18
- Willing to move to a predominantly non-minority area in metropolitan Boston.

14.6 Special Housing Types

BHA will not permit the use of any special housing types other than those listed here.

14.6.1 Shared Housing

HUD defines Shared Housing as an Apartment occupied by two or more Families. The Unit consists of both common space for shared use by the occupants of the Unit and separate private space for each Family. A Voucher may be used in Shared Housing in accordance with 24 C.F.R. §§ 982.615-618.

Shared Housing permits the assisted Family to share a Unit with one or more assisted, or unassisted families. Zero and one-bedroom units are not eligible for Shared Housing assistance.

The Owner of a Shared Housing Unit may live in the Unit with the assisted Family and enter into a HAP Contract with the BHA provided that there is no blood, marital, or domestic partnership ties between the Owner and the assisted Family. Under no circumstances may housing assistance payments be made on behalf of an Owner. The BHA may approve a Live-In-Aide in Shared Housing and must approve one if a

Disabled Person needs a Reasonable Accommodation to readily access and use the program.

(a) *Unit Requirements.* There must be a separate HAP Contract and Lease for each assisted family residing in a Shared Housing Apartment. The entire Apartment must pass HQS and additional BHA inspection standards and provide adequate space and security, for all its residents, not just for the assisted Family. There must be at least one private bedroom for each two members of the assisted Family and the number of bedrooms may not be less than the Family Unit Size. In addition to the private space for the assisted Family, the Apartment must have a living room, sanitary facilities in accordance with 24 C.F.R. § 982.401(b) and food preparation and refuse disposal facilities in accordance with 25 C.F.R. § 982.401(c). The Rent to Owner may not exceed the pro-rata portion of the Reasonable Rent for the Shared Housing dwelling Unit.

(b) *Payment Standard and Rent.* The Payment Standard for a family residing in a Shared Housing Unit is the lower of:

- (1) The Payment Standard amount for the Voucher Size; or
- (2) The pro-rata share of the Payment Standard amount for the size of the Apartment.
- (3) Pro-rata share means the number of bedrooms for the private use of the assisted Family divided by the total number of bedrooms in the Unit. For instance, if the family required and had private use of three bedrooms in a five-bedroom Unit, then its Payment Standard would be the lower of:
 - (i) The 3 bedroom Payment Standard; or
 - (ii) Three-fifths of the 5 bedroom Payment Standard, or
 - (iii) Three-fifths of the Gross Rent.

The utility allowance is the pro-rata portion of the Utility Allowance for the Shared Housing Unit. Only the assisted Family gross income is used to determine the TTP. The TTP is subtracted from the Payment Standard, as determined above, to determine the maximum HAP. If the maximum HAP exceeds the pro-rata share of Rent to Owner, the Family may receive up to the difference as a pro-rata tenant-paid Utility Allowance.

(c) *Who may reside in Shared Housing?* Two or more Families assisted, or unassisted, by the BHA may enter into a Shared

Housing arrangement provided that each family has private use of its Family Unit Size number of bedrooms.

14.6.2 Cooperative Housing

HUD defines a Cooperative as Housing owned by a corporation or association, and where a member of the corporation or association has the right to reside in a particular Apartment, and to participate in the management of the housing.

A Voucher may be used in Cooperative Housing in accordance with 24 C.F.R. § 982.619. The initial contract rent will be the monthly carrying charges under the Lease/Occupancy Agreement between the cooperative members and is subject to the BHA's Payment Standard limitations. The carrying charges consist of the member's proportionate share of the debt service, operating expenses and necessary payments to the reserve funds of the cooperative. Monthly carrying charges cannot include down payment or loan repayments to purchase membership shares.

14.6.3 Manufactured Home

HUD defines Manufactured Home as a manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets HQS as well as the following additional requirements. The Manufactured Home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage. A tie-down device that distributes and transfers the loads imposed by the Unit to appropriate ground anchors to resist wind overturning and sliding must securely anchor the manufactured home.

A voucher may be used in a manufactured home in accordance with 24 C.F.R. §§ 982.620-624.

- (a) *Payment Standard.* The Payment Standard for the space only is the lower of the space rent or 40% of the 2 bedroom FMR.

Space rent is the sum of the following as determined by the BHA:

- (1) Rent to Owner for the manufactured home space;
 - (2) Owner maintenance and management charges for the space;
 - (3) The utility allowance for tenant paid utilities.
- (b) *Required Forms.* The BHA shall use form HUD-52642, the Housing Assistance Payments Contract and form HUD-52642-A``, and the Tenancy Addendum for Manufactured Home Space Rentals.

14.6.4 Single Room Occupancy Housing

HUD defines Single Room Occupancy housing as a Unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. A Voucher may be used in SRO housing in accordance with 24 C.F.R. §§ 982.602-605.

A separate Lease and HAP Contract must be used for each assisted person residing in a SRO.

The Payment Standard is the lower of the Rent to Owner or 75% of the BHA zero bedroom Payment Standard.

The utility allowance is 75% of the zero-bedroom utility allowance.

14.6.5 Group Homes

HUD defines a Group Home as a dwelling Unit that is licensed by a State as a Group Home for the exclusive residential use of two to twelve persons who are Elderly or Disabled Persons (including any Live-In-Aide). A Voucher may be used in a Group Home in accordance with 24 C.F.R. §§ 982.610-614 provided its use will make a difference to the individual; e.g., enable the Applicant to change and improve their housing situation.

An Applicant residing in a Group Home may not use a Voucher to Lease in-place if the primary change for the Applicant would be in the state or federal agency that is paying for his housing assistance.

A separate Lease and HAP Contract must be used for each assisted Family.

(a) *Rent.* The Rent to Owner may not exceed the pro-rata portion of the reasonable rent for the Group Home, i.e., dividing the number of persons in the assisted household by the total number of residents residing in the Group Home. If the Applicant will have private facilities, such as a private bedroom and sanitary facilities, the Family Unit size is one; otherwise the family Unit size is zero.

(b) *Payment Standard.* The Payment Standard is the lower of:

- (1) The Payment Standard amount or
- (2) The pro-rata portion of the Payment Standard amount on the BHA Payment Standard for the Group Home size.

(c) *Utility Allowance.* The utility allowance for each assisted person residing in a Group Home is the pro-rata portion of the Utility Allowance for the Group Home Unit size.

14.6.6 Congregate Housing

HUD defines Congregate Housing as housing for Elderly or Disabled Persons that meets the HQS for congregate housing.

A voucher may be used in Congregate Housing in accordance with 24 C.F.R. §§ 982.606-609 provided its use will make a difference to the individual; e.g., enable the Applicant to change and improve their housing situation.

A separate Lease and HAP Contract must be used for each assisted Family. The Payment Standard is the zero-bedroom Payment Standard amount or zero-bedroom exception Payment Standard amount, if any.

If there are two or more rooms in the Unit, not including kitchen or sanitary facilities, the Payment Standard is the one bedroom Payment Standard amount.

14.7 HUD-VASH Program

The BHA will administer the HUD Veterans Affairs Supportive Housing Vouchers (“HUD-VASH”) in accordance with this Administrative Plan, 24 CFR part 982, and Docket No. FR-5213-N-01 and any subsequent notice, guidance, or regulation that amends or supersedes Docket No. FR-5213-N-01

14.7.1 Background

The HUD-VASH program combines the HCVP for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (“VA”) at its medical centers and in the community. Ongoing VA case management, health, and other supportive services will be made available to homeless Veterans through the Boston Veterans Affairs Medical Center (“VAMC”).

14.7.2 Identification of HUD-VASH Vouchers

To ensure availability of a HUD-VASH voucher upon turnover, the BHA will maintain records that allow for the easy identification of all HUD-VASH vouchers. The BHA will also identify these families in the Public and Indian Housing Information Center (“PIC”).

14.7.3 Family Eligibility and Selection

The VAMC will screen all Families in accordance with its screening criteria.

The VAMC will refer HUD-VASH eligible families to the BHA for the issuance of vouchers. The BHA will not maintain a waiting list for the HUD-VASH program and will not apply eligibility priorities or preferences to HUD-VASH Applicants.

The BHA shall not deny HUD-VASH applicants for any of the grounds listed in 24 C.F.R. 982.552 or 24 C.F.R. § 982.553 with the exception of

24 C.F.R. 982.553(a)(2)(i), which requires the denial of sex-offenders who have a life-time registration requirement.

14.7.4 Civil Rights and Reasonable Accommodation

Fair Housing requirements prohibit the discrimination on the basis of race, color, religion, sex, familial status, national origin, or disability. When Disabled Veterans are HUD-VASH recipients, reasonable accommodation standards apply. See also Section 1.2.4.

14.7.5 Income Eligibility

The BHA must determine the Income Eligibility for HUD-VASH Applicants in accordance with Section 5.5.1(j) of this Administrative Plan. The BHA is not required to include HUD-VASH vouchers in the income targeting requirements set forth at 24 C.F.R. § 982.201(b)(2) and Section 5.5.2 of this Administrative Plan. The BHA will determine the the applicant's annual income for program eligibility by excluding all VA service connected benefits. VA service connected benefits will be included for the purpose of determining the total tenant payment (TTP); housing assistance payment (HAP); and, family share.

14.7.6 Initial Term of the Voucher

The HUD-VASH voucher must have an initial search term of 120 days, which is the same as the initial search term required by this Administrative Plan. See Section 7.2 for the policies regarding initial voucher term length and term extensions and suspensions

A. HUD VASH Initial Unit Inspections

The BHA may pre-inspect available HUD VASH units that veterans may be interested in leasing with a HUD VASH tenant based voucher in order to maintain a pool of eligible units. If a HUD VASH family selects a unit that passed an HQS inspection (without intervening occupancy) within 90 days of the RFTA the unit may be approved as long as it meets all other conditions under 24 C.F.R. 982.305. See also Section 9 regarding inspections.

B. HUD VASH Exception Payment Standard

The BHA may approve an exception standard up to 140% of the published FMR or SAFMR only to be applied if required as a reasonable accommodation in accordance with 24 C.F.R. Part 8 for a family that includes a person with a disability. Any unit approved under an exception payment standard must still meet the reasonable rent requirements found at 24 C.F.R. 982.507.

14.7.7 Initial Lease Term

Initial lease terms may be less than one-year for HUD-VASH Participants.

14.7.8 Ineligible Housing

HUD-VASH Families will be permitted to live on the grounds of a VAMC. This effectively waives the regulation set forth at 24 C.F.R. §982.352(a)(5) which prohibits HCVP unit on the grounds of a medical, mental, or similar public or private institution.

14.7.9 Portability of HUD-VASH Vouchers

If the Family initially leases up, or moves under portability provisions, but the initial PHA's partnering VAMC will still be able to provide the necessary case management services due to the proximity to the partnering VAMC, the receiving PHA must process the move in accordance with the Portability procedures of 24 C.F.R. § 982.355 and those in Chapter 12 of this Administrative Plan. However, the receiving PHA must bill the initial PHA to comply with the record keeping requirements established above. The receiving PHA does not have the option to absorb the HUD-VASH Family.

When the receiving PHA completes the HUD-50058 under the scenarios above, the action type that must be recorded on line 2a is "1" for a new admission (a Family that is new to the HCVP) or "4" for a portability move-in (a Family that was previously leased up in the jurisdiction of the initial PHA). Whether the Family is a new admission or a portability move-in, in section 12 of the HUD-50058, line 12d is marked "Y," 12e must have an amount recorded, and 12f must include the initial PHA's code. A family that moves under portability procedures must not be subject to rescreening by the receiving PHA.

If a Family moves where it will not be possible for the initial PHA's partnering VAMC to provide case management services, the VAMC must first determine whether the HUD-VASH Family could be served by another VAMC that is participating in the program, and the receiving PHA must have a HUD-VASH voucher available for this Family. If the above conditions are met, the Families must be absorbed by the receiving PHA either as a new admission (upon initial participation in the HUD-VASH program) or as a portability move-in (after an initial leasing in the initial PHA's jurisdiction). Upon absorption, the initial PHA's HUD-VASH voucher will be available to lease to a new HUD-VASH eligible Family as determined by the partnering VAMC and the absorbed Family will count towards the number of HUD-VASH slots awarded to the receiving PHA.

When the receiving PHA completes the HUD 50058 under the scenarios above, the action type that must be recorded on line 2a is "1" for a new admission (a Family that is new to the HCVP) or "4" for a portability move-in (a Family that was previously leased up in the jurisdiction of the initial PHA). Whether the Family is a new admission or a portability move-in, in

section 12 of the HUD-50058, line 12d is marked “Y,” 12e must be 0 since the Family must be absorbed, and 12f must be left blank.

Except in cases of victims of domestic violence, dating violence, sexual assault and stalking, the PHA must consult with the VA prior to approving the port.

Veterans who request to port beyond the catchment area of the VA medical facility where they are receiving case management in order to protect the health or safety of a person who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, and who reasonably believes themselves to be threatened with imminent harm from further violence by remaining in the dwelling unit (or any family member has been the victim of a sexual assault that occurred on the premises during the 90 calendar day period preceding the family’s move or request to move) may port prior to receiving approval from the receiving VA medical facility but must notify the VA medical facility at the earliest time possible to ensure appropriate supports are provided to the veteran family.

14.7.10 Case Management Requirements

(a) The VAMC responsibilities include:

- (i) Screening of homeless Veterans to determine eligibility for the HUD-VASH program as established by Veteran’s Affairs national office;
- (ii) Assisting veterans with, PHA application and assisting the veteran family with obtaining any needed PHA documentation to ensure rapid voucher issuance;
- (iii) Referral of homeless veterans to the PHA;
- (iv) Providing case management and supportive services to potential HUD-VASH program participants, as needed prior to PHA issuance of rental vouchers;

Providing housing search assistance to HUD-VASH voucher participants with rental vouchers;

- (v) Identifying the social service and medical needs of HUD-VASH Participants and providing, or ensuring the provision of regular ongoing case management, outpatient health services, hospitalization, and other supportive services as needed throughout this initiative; AND
- (vi) Maintaining records and providing information for evaluation purposes, as required by HUD and Veterans Affairs.

(b) Participation Contingent on Case Management

As a condition of assistance, a HUD-VASH Participant must receive case management services as described above and the failure to participate in case services without good cause, is grounds for termination. HUD-VASH Participants will be required to acknowledge on an annual basis that housing assistance is conditioned on participation in case services. The case management requirement will be an addition to the Family Obligations described in section 13.5.

It is not grounds for termination if the VAMC determines that the Family no longer requires case management.

14.7.11 Transfer from HUD-VASH to Tenant-Based Assistance

If the VAMC determines that the Family no longer requires case management or the Veteran will no longer reside with the Family, the BHA may offer the Family a regular tenant-based voucher in the tenant-based program to free up the HUD-VASH voucher for another Family. The offer of tenant-based assistance is pending funding availability. Receipt of a regular tenant-based voucher is subject to the eligibility requirements set forth in Chapter 5 of this Administrative Plan.

14.7.12 Project Based-Assistance of HUD-VASH Vouchers

The BHA, in conjunction with its partnering VAMC may project base HUD-VASH voucher assistance in accordance with 24 C.F.R Part 983.

(a) PBV Program Requirements

- (1) All projects must be selected, developed and operate in accordance with PBV program regulations and as defined in Section 15 of this Administrative Plan, except as described below.
- (2) Zero HAP option - The BHA may opt to select an occupied unit or admit a family to a unit if such unit is made exclusively available to HUD-VASH families if the project is either on the grounds of a VA facility or there are HUD VASH supportive services provided on-site at the project.

Zero HAP families that are admitted under this provision will not be removed from the HAP contract as there is no last housing assistance payment that would trigger removal after 180 days.

- (3) All units exclusively made available to HUD-VASH families in a PBV project are exempted from the PBV income mixing requirements (project cap).

(b) VASH Program Requirements

- (1) Tenants shall be selected in accordance with 14.7.3 of this Administrative Plan.

(c) Right to Move

- (1) The family may terminate the assisted lease any time after the first year of occupancy. If the family has elected to terminate the lease in this manner, the BHA must offer the family the opportunity for continued tenant-based rental assistance in the form of either assistance under the voucher program or other comparable tenant-based rental assistance as defined in 24 CFR 983.3. Comparable rental assistance would be a subsidy or other means to enable a family to obtain decent housing in the PHA jurisdiction renting at a gross rent that is not more than 40 percent of the family's adjusted monthly gross income.
- (2) However, before providing notice to terminate the lease (with a copy to the BHA), the family must contact the BHA to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If a voucher or other comparable tenant-based rental assistance is not immediately available, the BHA must give the family priority to receive the next available opportunity for continued tenant-based rental assistance.

(d) Overcrowded, Underoccupied and Accessible units.

(i) if the BHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require and the unit is needed by a family that requires the accessibility features (see [24 CFR 8.27](#)), the BHA must:

- (a) Within 30 days from the BHA's determination, notify the family and the owner of this determination; and
- (b) Within 60 days from the PHA's determination, offer the family continued housing assistance, pursuant to [paragraph \(ii\)](#) of this section.

(ii) BHA offer of continued assistance must be in the form of a HUD VASH tenant based voucher or HUD VASH PBV unit. If no HUD VASH assistance is available for the BHA to offer within 60 days of the BHA's determination, the BHA must remove the wrong size or accessible unit from PBV HAP contract to make HUD VASH voucher assistance available to issue the family a tenant based HUD VASH voucher. 24 C.F.R. 983.206(b) is not applicable to this circumstance.

(e) Continued Case Management Service Requirement

- i. A HUD-VASH family must receive case management services from the VAMC or CBOC; however, a VAMC or CBOC determination that the participant family no longer requires case management is not grounds for

termination of assistance. In such cases where a HUD-VASH family wishes to move from its PBV unit, at its option, the BHA may offer the family continued HCV assistance through one of its regular vouchers to free up the HUD-VASH voucher for another eligible family referred by the VAMC or CBOC.

- ii. Where case management is still required, tenant-based rental assistance will be limited to jurisdictions where VAMC or CBOC case management services are available as defined in section II.f. of the Operating Requirements and any other applicable notices.

(f) If no HUD-VASH voucher or comparable tenant-based rental assistance is available, the BHA must:

- (1) If a HUD-VASH tenant-based voucher is not available at the time the family wants (and is eligible) to move, the PHA could require the family to wait for a HUD-VASH tenant-based voucher for a period not to exceed 180 days;
- (2) If a HUD-VASH tenant-based voucher is still not available after that period of time, the family must be allowed to move with its HUD-VASH voucher and the BHA would be required to replace the assistance in the PBV unit with one of its regular vouchers unless the BHA and owner agree to remove the unit from the HAP contract; and

(g) Failure to comply with required case management services. As a condition of assistance, a HUD-VASH PBV Participant must receive case management services as described above and the failure to participate in case services without good cause, is grounds for termination. HUD-VASH PBV Participants will be required to acknowledge on an annual basis that housing assistance is conditioned on participation in case services. The case management requirement will be an addition to the Family Obligations described in section 13.5.

It is not grounds for termination if the VAMC determines that the Family no longer requires case management.

- (3) BHA will terminate assistance to the family at the earlier of:
 - i. The time the family vacates; or,
 - ii. gThe expiration of the proscribed proposed termination notice period or the end of the month in which a termination decision is issued.

14.7.13 Section Eight Management Assessment Program

Unit months and budget authority associated with HUD-VASH vouchers will not be included in the SEMAP leasing indicator denominator because they are dependent on referrals from VAMC. Utilization of these vouchers will be monitored separately.

14.7.14 Reporting Requirements

The code “VASH” must be used in section 2n of the HUD-50058 form to indicate that the Family is a HUD-VASH Participant. The “VASH” code must remain on the HUD-50058 for the duration of the Family’s participation in the HUD-VASH program.

14.8. Emergency Housing Vouchers

BHA will administer the Emergency Housing Vouchers (EHV) in accordance with PIH notice 2021-15 and any subsequent notice, guidance, or regulation that amends or supersedes it.

14.8.1 Background

Section 3203 of the American Rescue Plan Act (ARP) enacted March of 2021 appropriated funding for the EHVs. EHVs are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family’s homelessness or having high risk of housing instability. 14.8.2 Required partnerships with the CoC and other organizations or direct referrals and services

The BHA will administer the program in partnership with the City of Boston COC and any other COC partnering organizations where necessary. The COC will perform initial eligibility screening and will directly refer eligible applicants to the BHA. The COC will utilize the City of Boston Coordinated Entry (CE/CAS) system for all referrals.

14.8.3 Family Eligibility and Selection

The COC will screen all Families in accordance with its screening criteria. In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories:

- a. Homeless. Individuals and families who are homeless.
The meaning of “homeless” is as such term is defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)), which is codified in HUD’s Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

Homeless means:

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
- (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
 - (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
- (i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - (ii) No subsequent residence has been identified; and
 - (ii) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
- (i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - (ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - (iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - (iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including

neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

b. At risk of homelessness. Individuals or Families who are at-risk of homelessness. The meaning of “at-risk of homelessness” is as such term is defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1)), which is codified in HUD’s Continuum of Care Program regulations at 24 CFR 578.3 and reads as follows:

At risk of homelessness. (1) An individual or family who:

(i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;

(ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition above; and

(iii) Meets one of the following conditions:

(A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

(B) Is living in the home of another because of economic hardship;

(C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;

(D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;

(E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;

(F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the

recipient's approved consolidated plan.

(2) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or (3) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

c. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

This category is composed of any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This includes cases where a HUD-assisted tenant reasonably believes that there is a threat of imminent harm from further violence if they remain within the same dwelling unit, or in the case of sexual assault, the HUD-assisted tenant reasonably believes there is a threat of imminent harm from further violence if they remain within the same dwelling unit that they are currently occupying, or the sexual assault occurred on the premise during the 90-day period preceding the date of the request for transfer.

Domestic violence includes felony or misdemeanor crimes of violence committed by:

- a. a current or former spouse or intimate partner of the victim (the term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship),
- b. a person with whom the victim shares a child in common,
- c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
- e. 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 the jurisdiction.

Dating violence means 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.

Sexual assault means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

Human trafficking includes both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7102). These are defined as:

Sex trafficking means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; (and)

Labor trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

d. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. Individuals or families who are recently homeless. This category is composed of individuals and families determined by the CoC or its designee to meet the following definition.

Recently homeless is defined as individuals and families who have previously been classified by a member agency of the CoC as homeless but are not currently homeless as a result of homeless assistance (financial assistance or services), temporary rental assistance or some type of other assistance, and where the CoC or its designee determines that the loss of such assistance would result in a return to homelessness or the family having a high risk of housing instability. Examples of households that may be defined as recently homeless by the CoC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing.

Individuals and families classified as recently homeless must be referred by the CoC or its designee.

14.8.4 Screening requirements

(a) Mandatory Prohibitions

- (1) Conviction of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing to EHV applicants.
 - (2) Lifetime registration requirement as a sex offender
- (b) Permissive Prohibitions
- (1) If the PHA determines that any household member is currently engaged in, or has engaged in within the previous 12 months Violent criminal activity or other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity
 - (2) If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
 - (3) If the family engaged in or threatened abusive or violent behavior toward PHA personnel within the previous 12 months

14.8.5 Income Eligibility

The BHA must determine the Income Eligibility for EHV Applicants in accordance with 24 C.F.R. § 982.201 and Section 5.5.1 of this Administrative Plan

The BHA is adopting the following HUD waivers, as described in Notice PIH 2021-15

(a) Income Verification at Admissions

Third-party income verification requirements for EHV applicants and, alternatively, consider self-certification as the highest form of income verification at admission. Applicants must submit an affidavit attesting to reported income, assets, expenses and other factors which would affect an income eligibility determination. Additionally, applicants may provide third-party documentation which represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of the PHA's request. For example, a Supplemental Security Income (SSI) benefit letter that was issued in November 2020 to represent the applicant's benefit amount for 2021 and was provided to the PHA in September 2021 would be an acceptable form of income verification.

Once HUD makes the EIV data available to PHAs under this waiver and alternative requirement, the PHA must: review the EIV Income and Income Validation Tool (IVT). Reports to confirm/validate family-reported income within 90 days of the PIC-NG (see Section 15 of this notice below) submission date; print and maintain copies of the EIV Income

and IVT Reports in the tenant file; and resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

PHAs that conduct eligibility determinations under this waiver/alternative requirement will be responsible for addressing any material discrepancies (i.e., unreported income or a substantial difference in reported income) that may arise later and must take necessary enforcement actions if the tenant was never eligible due to their income, as well as initiate HUD-compliant payment plans for those whose unreported income was unintentional and do not make the tenant ineligible for the program accordingly.

The adoption of this waiver does not authorize any ineligible family to receive assistance under these programs. If a PHA later determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

(b) Eligibility Determination: Social Security Number and Citizenship Verification

The BHA has adopted policies to admit EHV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. As an alternative requirement, such individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless the PHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation. If a family member appeals secondary verification of immigration documents, PHAs are reminded that assistance may not be delayed, denied, reduced or terminated on the basis of immigration status pending the completion of the appeal as described in § 5.514(e).

Additionally, PHAs may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the PHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

The adoption of this waiver does not authorize any ineligible family to receive assistance under these programs. If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

14.8.6 Initial Term of the Voucher

The EHV voucher must have an initial search term of 120 days, which is the same as the initial search term required by this Administrative Plan.

See Section 7.2 for the policies regarding initial voucher term length and term extensions and suspensions.

14.8.7 Initial Lease Term

Initial lease terms may be less than one-year for EHV Participants, regardless of whether the shorter term is prevailing market practice (HUD waiver of 24 C.F.R. 982.309 (a)(2)(ii)).

14.8.8 Portability of EHV Vouchers

The normal HCV portability procedures and requirements generally apply to EHV with the following exceptions.

a. No prohibition on portability for non-resident applicants

Under the HCV program, if neither the household head nor spouse of an assisted family already had a “domicile” (legal residence) in the jurisdiction of the PHA at the time the family first submitted an application for participation in the program, the family does not have any right to portability during the 12-month period from when the family is admitted to the program. Such a family is a “non-resident applicant.” The initial PHA may choose to allow portability during this period but is not required to do so.

In order to provide maximum housing choice for the targeted populations, HUD is removing this restriction for EHV nonresident applicants to allow all EHV families to immediately move under portability. Accordingly, HUD is waiving section 8(r)(1)(B)(i) of the United States Housing Act of 1937 and § 982.353(c). The PHA may not restrict an EHV family from exercising portability because they are a non-resident applicant.

b. Portability billing and absorption

A receiving PHA cannot refuse to assist an incoming EHV family, regardless of whether the PHA does or does not currently administer EHV under its own ACC.

If the EHV family moves under portability to another PHA that administers EHV under its own ACC:

1. The receiving PHA may only absorb the incoming EHV family with an EHV (assuming it has an EHV voucher available to do). If the PHA does not have an EHV available to absorb the family, it must bill the initial PHA. The receiving PHA must allow the family to lease the unit with EHV assistance and may not absorb the family with a regular HCV when the family leases the unit.
2. Regardless of whether the receiving PHA absorbs or bills the initial PHA for the family’s EHV assistance, the EHV administration of the voucher is in accordance with the receiving PHA’s EHV policies, although neighboring PHAs and PHAs in the same metro area or region are strongly encouraged to work collaboratively with one

another to align EHV policies and help facilitate EHV portability moves between their jurisdictions.

If the EHV family moves under portability to another PHA that does not administer EHV under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial PHA.

c. Family briefing/initial PHA and receiving PHA coordination on services

In addition to the applicable family briefing requirements at § 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial PHA must inform the family how portability may impact the special EHV services and assistance that may be available to the family.

The initial PHA is required to help facilitate the family's portability move to the receiving PHA and inform the family of this requirement in writing taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP). If the portability move is in connection with the EHV family's initial lease-up, the receiving PHA and the initial PHA must consult and coordinate on the EHV services and assistance that will be made available to the family. The primary purpose of this communication is to ensure there is no duplication of EHV services and assistance provided to the family and that the receiving PHA is aware of the maximum amount of services fee funding that the initial PHA may provide to the receiving PHA on behalf of the family. (Further information on this subject is provided in subsection d below.)

d. EHV portability – HAP and EHV administrative fees

1. HAP and ongoing fees

The requirements at 982.355(e) apply to portability billing arrangements on behalf of an EHV family:

- i. The initial PHA must promptly reimburse the receiving PHA for the full amount of the housing assistance payments made by the receiving PHA for the family.
- ii. The initial PHA must promptly reimburse the receiving PHA for the lesser of 80% of the initial PHA's EHV ongoing administrative fee or 100% of the receiving PHA's ongoing administrative fee (or the receiving PHA's EHV ongoing administrative fee if the receiving PHA administers the EHV program). If both PHAs agree, the PHAs may negotiate a different amount of reimbursement.

2. Services Fee Funding:

If the receiving PHA, in consultation and coordination with the initial PHA, will provide eligible services or assistance to the incoming EHV family, the receiving PHA may be compensated for those costs by the initial PHA. This is the case regardless of whether the receiving PHA bills the initial PHA or absorbs the family into its own program at initial lease-up.

If the receiving PHA administers EHV under its CACC, the receiving PHA may use its own services fee and may be reimbursed by the initial PHA, or the initial PHA may provide the services funding upfront to the receiving PHA for those fees and assistance. If the receiving PHA does not administer

EHVs under its CACC, the initial PHA must provide the services funding upfront to the receiving PHA. Any amounts provided to the receiving the PHA that are not used for services or assistance on behalf of the EHV family must promptly be returned by the receiving PHA to the initial PHA. The amount of the service fee provided by the initial PHA may not exceed the lesser of the actual cost of the services and assistance provided to the family by the receiving PHA or \$1750, unless the initial PHA and receiving PHA mutually agree to change the \$1750 cap.

3. Placement fee/issuance reporting fee:

If the portability lease-up qualifies for the placement fee/issuance reporting fee, the receiving PHA receives the full amount of the placement component of the placement/issuing reporting fee. The receiving PHA is eligible for the placement fee regardless of whether the receiving PHA bills the initial PHA or absorbs the family into its own program at initial lease-up. The initial PHA qualifies for the issuance reporting component of the placement fee, as applicable.

Note that the entire preliminary fee is always paid to and retained by the initial PHA and is not impacted by an EHV portability move.

14.8.9 Housing Search Assistance Requirements

- (a) The PHA must ensure that Housing Assistance search is available to EHV families during their initial housing search. The assistance may be provided by the PHA directly or through the COC or another partnering agency or entity.
- (b) Housing Search Assistance is a broad term which can include many activities, but with respect to this requirement it must be at a minimum
 - Help individual families identify potentially available units during their housing search, including physically accessible units with features for family members with disabilities, as well as units in low poverty neighborhoods;
 - (4) Provide transportation assistance and directions to potential units,
 - (5) Conduct owner outreach,
 - (6) Assist with completion of rental applications and PHA forms, and
 - (7) Help expedite EHV leasing process for the family.

(c) Recommended Housing Search activities

Helping individual families identifying barriers to leasing (e.g. low credit score, eviction history) and strategies to address these barriers to leasing, workshops on how to conduct an effective housing search, enhanced support for portability processing, regular proactive check-ins for expiration date and extension

policies, and a dedicated landlord liaison for EHV voucher families. The PHA may use any of the EHV administrative fees (including the services fees) described in Section 6 of the EHV notice.

(d) Service Fees

The BHA shall utilize EHV service fees to pay a security deposit; real estate broker's fees; and other owner related fees such as owner retention payments where other funds are not available.

Effective January 1, 2023, the BHA shall pay a fee to hold a unit while the BHA processes the inspection. The fee shall not exceed the greater of $\frac{1}{2}$ of the contract or the prorated amount of the contract rent that equals the number of days that the unit is held for.

The BHA shall utilize the EHV service fees to pay a landlord incentive of up to one month's contract rent for an lease of an EHV voucher after January 1, 2023.

14.8.10 Payment Standard Amounts

The Payment Standards for the EHV's will be the same as all other HCVs.

CHAPTER 15: HOMEOWNERSHIP OPTION

15.1 INTRODUCTION

The BHA's Section 8 Homeownership Option of the Housing Choice Voucher Program ("homeownership program" or "homeownership assistance") is designed to promote and support homeownership by a "first-time" homeowner—a Family that moves for the first time from rental housing to a Family-owned Home. Under the Homeownership Program, HCVP Assistance payments supplement the Family's own income to facilitate the transition from rental to homeownership. The initial availability of assistance payments may also provide additional assurance to lenders.

The BHA's Section 8 Homeownership program is generally limited to first time home buyers who are current Housing Choice Voucher program Participants; Moderate Rehabilitation Participants; or, BHA Public Housing Residents. Public Housing residents may qualify for the Homeownership Voucher once they meet eligibility requirements. Residents shall be placed on a list and given priority status to allow them to accomplish the home purchase.

The BHA will market the homeownership option on its website and through regular communications to families. The BHA may limit the number of homeownership program families.

All statutory Family eligibility requirements such as a minimum level of income and a history of full-time employment. (The employment history requirement is not applicable to Elderly and Disabled families, and there is a modified income requirement for Elderly and Disabled families.)

Once a Family has been determined by the BHA to be preliminarily eligible for Homeownership assistance, the Family must attend pre-purchase homeownership counseling sessions conducted by a HUD certified housing counseling agency and FSS counseling sessions conducted by BHA staff or third party agency.

If determined eligible for a Homeownership Voucher, the Family will then arrange for an independent home inspection, and seek to obtain financing. Homeownership assistance will begin when the Family purchases the Home and after all of the requirements of the homeownership program are met.

All civil rights laws applicable to the Section 8 Housing Choice Voucher Program are applicable to the homeownership program. The BHA must comply with all equal opportunity and nondiscrimination requirements imposed by contract or Federal law. In addition, the BHA may not steer families to particular units or neighborhoods. Further, as in the tenant-based rental Voucher program, the BHA must provide assistance to expand housing opportunities.

If a Family includes any Disabled Person, the BHA will take appropriate steps to ensure effective communication with such Family in accordance with 24 C.F.R. part 8 and to provide Reasonable Accommodation. Except as otherwise

provided, no Disabled Person shall be denied the benefits of, excluded from participation in, or otherwise subjected to discrimination because the BHA's facilities are inaccessible to a person with a disability. Accessibility for the hearing impaired is provided by the TDD/TDY telephone number. The BHA will also take reasonable steps to insure effective communication with people with limited language or English ability.

The process for submitting applications or any other documents required for participation in the BHA's programs shall be accessible to all persons. All communications that are part of the process should be in plain language that the applicant can understand, in a form that is appropriate to meet the needs of the person with a disability. If necessary, a format other than written documents will be used. The BHA shall also prepare such documents in clear and simple language, to the extent possible, to assist persons with learning and cognitive disabilities. If requested by persons with such disabilities, BHA staff will explain written material verbally, and possibly more than once, and if necessary, assist the individuals or obtain assistance for them in filling out any necessary forms.

The BHA shall furnish appropriate auxiliary aids (e.g., qualified sign language and oral interpreters, readers, use of taped materials) where necessary to facilitate communication with an individual who has a disability. Auxiliary aids shall be furnished in a timely manner. If a Participant requests an extension of any deadline because of a delay in providing effective communication, such a request shall be considered. The BHA is not required to provide personal items such as hearing aids, magnifying eyeglasses, or readers for personal study.

15.1.1 Keys to a Successful Section 8 Homeownership Program

Education - The BHA program will work with families very early in the process to alert them to potential barriers to homeownership, and assist families to develop and execute a plan to address those barriers.

Partnerships - The BHA Homeownership counseling program will leverage local resources. Partnerships between the public and private sectors will enable families to access funds for down payment and closing costs, attend consumer counseling courses to improve credit, and utilize career counseling services to improve income.

15.2 Eligibility

15.2.1 How to Qualify for Homeownership Assistance

To qualify for assistance under the homeownership option, a Family must meet the general requirements for admission to the BHA's Section 8 tenant-based Voucher program and additional requirements for homeownership assistance (See 24 C.F.R. § 982.627). The BHA may not provide homeownership assistance for a Family unless the BHA determines that the Family satisfies all of the following initial requirements at commencement of homeownership assistance for the Family:

- (a) The Family satisfies the minimum income requirements described in 24 C.F.R. § 982.627(c); and
- (b) The Family satisfies the additional income requirements set by the BHA
 - (1) Participant Family must have a minimum wage times 2000 hours;
 - (2) Must have at least two years of continuous employment
 - (3) Must have a down payment (3% total and 1% must be from the Family's own funds)
- (c) The Family satisfies the employment requirements described in 24 C.F.R. § 982.627(d);
- (d) The Family has not defaulted on a mortgage securing debt to purchase a Home under the homeownership option (see 24 C.F.R. § 982.627(e);
- (e) No Family member has a Present Ownership Interest in a residence at the commencement of homeownership assistance for the purchase of any Home, except for Cooperative Members who have acquired Cooperative Membership Shares prior to the commencement of homeownership assistance;
- (e) The Family has entered into a contract of sale/purchase and sales agreement in accordance with 24 C.F.R. § 982.631(c), except for Cooperative Members who have acquired Cooperative Membership Shares prior to the commencement of homeownership assistance.

15.2.2 Family be a First-Time Homeowner

To qualify as a "First-Time Homeowner," no member of the assisted Family may own or have owned a Present Ownership Interest in a residence of any Family member during the three years preceding the commencement of homeownership assistance for the Family (regulatory definition at 24 C.F.R. § 982.4; statutory definition at 42 U.S.C 1437f(y)(8)(A)). Such interest includes ownership of title or of Cooperative Membership Shares. However, an assisted Family that meets the regulatory definition of "Cooperative Member" found at 24 C.F.R. § 982.4, qualifies to participate in the Section 8 homeownership program under the regulation regarding First-Time Homeowner requirements found at 24 C.F.R. § 982.627. The right to purchase title under a Lease-purchase agreement does not constitute a prohibited Present Ownership Interest. The term First-Time Homeowner includes a single parent or displaced homemaker who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse, and includes a Disabled Family, and participation in the Homeownership program is needed as a

Reasonable Accommodation so that the program is readily accessible to, and usable by, a Disabled Person.

The restriction to “first-time” homeowners is intended to direct homeownership assistance to “new” homeowners who may be unable to purchase a Home without this assistance, but to discourage use of Section 8 subsidy on behalf of families who have achieved homeownership independently, without benefit of the Federal Section 8 subsidy.

In addition, the BHA may not commence homeownership assistance for a Family if any Family member has previously received assistance under the homeownership program and has defaulted on a mortgage securing debt incurred to purchase the Home. See 24 C.F.R. § 982.627(e).

The Section 8 Homeownership program authorizes homeownership assistance for a Family that “owns or is acquiring shares in a Cooperative.” The program allows assistance for a Family that already owns Cooperative shares in the Unit in which the Section 8 Homeownership assistance will be utilized before commencement of Section 8 homeownership assistance, not just for a Family that acquires the Cooperative shares for the first time with the support of such assistance.

The Section 8 Homeownership Program also permits the use of Section 8 homeownership assistance by a Family that purchases a Home that the Family previously occupied under a “Lease-purchase agreement”-- generally a Lease with option to purchase. The Housing Assistance Payment for a Lease-purchase Unit may not exceed the amount that would be paid on behalf of the Family if the rental Unit was not subject to a Lease-purchase agreement. Any “homeownership premium” included in the rent to the Owner that would result in a higher subsidy amount than would otherwise be paid by the BHA must be absorbed by the Family. “Homeownership premium” is defined as an increment of value attributable to the value of the Lease-purchase right or agreement such as an extra monthly payment to accumulate a down payment or reduce the purchase price. Families are permitted to pay an extra amount out-of-pocket to the Owner for purchase related expenses.

Lease-purchase agreements are considered rental, and all the normal tenant-based Section 8 rental rules are applicable. The Family will be subject to the Homeownership regulatory requirements at the time the Family is ready to exercise the homeownership option under the Lease-purchase agreement. At that point in time, the BHA will determine whether the Family is eligible for Section 8 homeownership assistance (e.g., whether the Family meets the income and employment thresholds and any other criteria established by the BHA).

15.2.3 Minimum Income Requirement

To qualify for the Homeownership option in the Voucher program,

Participant Family must have a minimum wage times 2000;
In the case of a Disabled Family (but not an Elderly Family) the minimum annual income shall be the monthly federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by 12.

Any minimum income requirement will only be applied to determine initial qualification to purchase a particular Home, not as a continuing eligibility requirement. The minimum income requirement will only apply again if the Family purchases a subsequent Home with Section 8 homeownership assistance.

The income counted in meeting any minimum income requirement under the homeownership program must come from sources other than Welfare Assistance. The BHA may limit homeownership assistance to families with substantial non-welfare income available to pay housing and non-housing costs. However, the law provides that HUD may count Welfare Assistance in determining availability of Voucher homeownership assistance for an Elderly or disabled Family (in which the Head of Household or spouse is an Elderly or Disabled Person). The term "Welfare Assistance" is defined in HUD's regulations at 24 C.F.R. § 5.603 or any succeeding provision, and includes welfare or other payments to individuals or families, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local governments, such as Temporary Aid to Needy Families (TANF), or Supplemental Security Income (SSI).

The requirement to disregard Welfare Assistance income only applies in determining whether a Family has the minimum income to qualify for homeownership assistance. However, Welfare Assistance income is counted for other program purposes: in determining income-eligibility for admission to the Voucher program; in calculating the amount of the Family's Total Tenant Payment (gross Family contribution); and in calculating the amount of the monthly homeownership assistance payment for a Family assisted under the homeownership program.

For an Elderly or Disabled Family, the BHA will count Welfare Assistance income of the adult Family members who will own the Home in determining whether a Family has the minimum income to qualify for homeownership assistance. This requirement to count Welfare Assistance in determining whether a Family has the minimum income to qualify for homeownership assistance only applies, however, to Families that satisfy the statutory definition of an Elderly or Disabled Family. The requirement to count Welfare Assistance income does not apply in the case of a Family that includes a Disabled Person other than the Head of Household or spouse (and where the Head of Household or spouse is not Elderly or Disabled).

Notwithstanding the minimum income requirement as set by law, the decision as to whether or not a Family actually qualifies for and obtains financing based upon its income is left to the discretion of the lender.

15.2.4 Family Employment Requirement

Except as provided by HUD, at the time that the Family initially receives homeownership assistance, the Family must demonstrate that one or more adult members of the Family who will own the Home at commencement of homeownership assistance:

- Is currently employed on a full-time basis (the term “full-time employment” is defined to mean not less than an average of 30 hours per week); and
- Has been continuously so employed during the year before commencement of Homeownership assistance for the Family.

The BHA has the discretion to determine whether (and to what extent) an employment interruption is considered permissible in satisfying the employment requirement (e.g. maternity leave, or other leave authorized by federal and/or state law). The BHA may consider successive employment during the one-year period and self-employment in a business.

THE EMPLOYMENT REQUIREMENT DOES NOT APPLY TO AN ELDERLY FAMILY OR A DISABLED FAMILY.

15.2.5 Other Eligibility Criteria

In addition to the above requirements, to qualify for the BHA’s Section 8 Homeownership Program, applicants must:

- (a) Be a Participant or Resident in good standing in one of the BHA’s eligible programs (See glossary for definition of a Participant in Good Standing.) The BHA will determine the BHA Homeownership Program eligibility of families with Homeownership Vouchers from other PHAs according to all of the BHA’s homeownership program policies, as long as the BHA is still accepting new families into its homeownership program.
- (b) Must be a Boston Housing Authority Participant or Resident
- (c) Have successfully completed First-Time Homebuyer Education Classes.
- (d) Have at least one percent (1%) of the purchase price for a down payment, which must come from the Family’s own resources and may include funds from an FSS escrow account, plus a total of three percent (3%) of the purchase price for a down payment which may include grants from public or private agencies.

- (e) Agree to use the Home purchased with homeownership program assistance as the only residence.

Eligibility will be determined through the application process.

15.3 Application Process

Final applications for the homeownership program will be given to interested and preliminarily qualified applicants upon request. Completed final applications will be reviewed for eligibility status. If an applicant is deemed ineligible and is denied, the BHA will afford the Family the right to an informal review regarding such denial.

15.4 Homeownership Counseling

Experience with low-income homeownership programs has demonstrated that quality counseling is imperative for successful homeownership and prevention of mortgage defaults. In addition, counseling will assist families in making informed decisions when selecting the Home they wish to purchase.

Qualified applicants in this program must participate in and satisfactorily complete a qualified BHA approved first-time homebuyer classes before commencement of homeownership assistance.

The counseling will be provided by HUD-certified housing counselor working for an agency approved to participate in HUD's Housing Counseling Program. HUD-approved housing counseling agencies provide free counseling. The HUD field office will provide the BHA with a list of the HUD-approved counseling agencies.

First-time homebuyer class time must exceed 10 hours. Attending all classes, arriving on time, completing all assignments and fulfilling all requirements will lead to successful completion. For a Family with multiple adult members, all adults who will hold title to the property purchased through the program must attend all pre-purchase classes. The Family member(s) may attend separate sessions, and finish the program on different timetables, as their schedules permit. The BHA does not provide childcare assistance.

A qualified class must have been completed in the six (6) months prior to the BHA's issuance of the homeownership "Voucher". If an applicant has completed a qualified course more than six months prior to the issuance of the homeownership "Voucher", the applicant must provide the BHA with proof that the applicant's certificate of completion has not expired, or that the applicant has renewed such certificate by taking a BHA-approved "refresher" course.

15.5 Briefing Session

After the BHA has determined an applicant finally eligible to participate in the Homeownership program, the BHA will conduct a briefing session at which time it will issue applicants a homeownership "Voucher". This homeownership

“Voucher” will be issued according to the BHA’s Family Unit Size Subsidy Standards which are applicable to the Housing Choice Voucher Program. At this briefing session, the BHA must advise the Family of any deadlines on locating a Home, securing financing, and purchasing the Home. In establishing such time limits, the BHA should ensure that a Family who has executed a sales contract is provided reasonable time to close on the purchase of the Home.

The BHA briefing for both rental and homeownership families will explain:

- Where the Family may Lease or purchase a unit;
- How Portability works (if the Family qualifies to Lease or purchase a Unit outside the BHA Jurisdiction under Portability procedures); and
- The advantages of moving to an area that does not have a high concentration of poor families (if the Family is currently living in a high poverty census tract within the Jurisdiction of the BHA).

Further, if the Family includes any Disabled Person or a person with limited English ability, the BHA will take appropriate steps to ensure effective communication during the briefing in accordance with 24 C.F.R. § 8.6.

15.6 Homeownership Voucher Term

Upon issuance of Section 8 Homeownership “Voucher”, the Family will have 180 days to enter into a Purchase and Sales Agreement. In the event a Family cannot find a Home that meets their needs in the allotted 180 days, BHA will determine if an extension should be granted. The extensions will be determined on a case-by-case basis.

15.7 Requirement for an Attorney and Recommendation for a Buyer’s Agent

The BHA requires that all homeownership program families contract with an attorney prior to the execution of a Purchase and Sales Agreement. The BHA also recommends that families contract with a buyer’s agent early in the process of searching for a Home. The attorney and, if applicable, the buyer’s agent will ensure that the Family is protected in all aspects of house hunting and the transactions that follow.

15.8 Eligible Homes

The BHA will administer the Homeownership voucher for a Family that purchases a home within BHA administrative area. The Home must be the Family’s only residence and be a single Family Home with only one Unit, Cooperative, or condominium. The Family must be prepared to own and reside in the home for a minimum of one year.

Families may search for Homes in other communities outside of the BHA’s administrative areas where other public housing agencies (PHAs) offer the Section 8 Homeownership Program and are accepting new Families in to their program.

In general, the Portability procedures for the Housing Choice Voucher Program apply to the homeownership program. When a Family that has a homeownership Voucher from another public housing authority chooses to purchase a Home in Boston, the BHA will evaluate that Family according to all of the BHA's homeownership program policies, as long as the BHA is still accepting new families into its homeownership program. The BHA will evaluate whether the Family will be required to attend the briefing and counseling sessions required by the BHA. The BHA will determine whether the financing for and the physical condition of the Unit are acceptable.

15.9 Down Payments

The BHA requires a minimum down payment of three percent (3%). One percent (1%) of the down payment must come from the Family's own resources. A Participant in the FSS Program may use escrow funds toward any part of the down payment, including the one percent (1%) contribution from the Family's own resources, providing that the Family fulfills the other goals of the FSS Program as stated in the Family's Individual Training and Service Plan. There is no prohibition against utilizing several different resources for down payment assistance including grants from public or private agencies.

15.10 Inspections

The home chosen by the Family must pass an initial BHA Housing Quality Standards (HQS) inspection. (The HQS used for the Section 8 rental program is applicable to the homeownership program.) The BHA inspection is the same as the initial HQS inspection conducted by the BHA for the tenant-based rental assistance program. This inspection will indicate the current physical condition of the Unit and any repairs necessary to ensure that the Unit is safe and otherwise habitable under HQS standards. The BHA HQS inspection does not include an assessment of the adequacy and life span of the major building components, building systems, appliances and other structural components.

The only difference between the HQS inspection requirements for the tenant-based rental and homeownership programs is that the BHA is not required by the regulation to conduct annual inspections. The initial (prior to the commencement of housing assistance) HQS inspection is the only BHA inspection required for homeownership units during the entire time the Family is receiving Section 8 homeownership assistance. The BHA reserves the right to conduct additional HQS inspection(s) of a homeownership program Participant's Unit during the term of homeownership assistance for good cause.

In addition, prior to purchase the Family must select and pay for an independent, professional home inspector to conduct a home inspection. The independent professional home inspection is conducted by a private market home inspector (not BHA staff) that is experienced and qualified to conduct pre-purchase inspections for homebuyers. The purpose of the home inspection is the identification of home defects and an assessment of the adequacy and life span of the major building components, building systems, appliances and other structural components, radon and insect infestation. The BHA, the buyer's agent

and Family will meet and discuss the inspection and corrections that need to be made.

The requirement for an inspection arranged by the buyer and satisfactory to the buyer is a required contingency clause in all purchase and sale contracts according to HUD regulations. The family selects the home inspector and pays the home inspector's fees. (The source of funds for Family payment of the home inspection may be a gift, Family savings or an inheritance, or sources other than Family own resources.) A copy of the inspection report must be provided to the Family and the BHA.

The BHA requires that the home inspector is certified by the American Society of Home Inspectors, has a Certified Massachusetts State Home Inspector License, and must carry Errors and Omission Insurance.

The BHA will review the home inspector's report to determine whether repairs are necessary prior to purchase, and to generally assess whether the purchase transaction makes sense in light of the overall condition of the home and the likely costs of repairs and capital expenditures. For example, the home inspector's report might reveal foundation instability, and a defective roof and heating system that needs immediate replacement at great cost. Confronted with these facts the BHA would discuss the inspection results with the Family and decide whether to disapprove the Unit for assistance under the homeownership program because of the major physical problems and substantial correction costs, or whether it is feasible to have the seller make the necessary repairs prior to purchase.

15.11 Financing and Purchasing Requirements

A Family selected to participate in the Section 8 Homeownership program must secure their own financing. There are no Section 8 funds available for Home purchase financing. The Section 8 housing assistance will be provided monthly to the Family to meet Homeownership expenses.

The Family enters into a Purchase and Sale contract with the seller and is the party obligated by such contract. A copy of the Purchase and Sale contract must be provided to the BHA. Under federal law the contract must specify: the price and other terms of sale by the seller to the purchaser; provide that the purchaser will arrange for a pre-purchase inspection of the dwelling Unit by an independent inspector selected by the purchaser, provided that the purchaser is not obligated to purchase the Unit unless the inspection is satisfactory to the purchaser; provide that the purchaser is not obligated to pay for any necessary repairs; and contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under HUD regulations.

Under the homeownership program, a borrower may use Section 8 rental assistance to help the borrower qualify for a mortgage. It is anticipated that mortgage lenders will consider the Section 8 assistance when underwriting the loan. If purchase of the Home is financed with FHA-insured mortgage financing, such financing is subject to FHA mortgage insurance credit underwriting requirements. Otherwise, all traditional underwriting standards apply. The

manner in which an individual lender may structure a particular loan product can vary.

The Family has the discretion to choose which lender they use but the BHA must approve the financing before it is finalized. The BHA may disapprove proposed financing, refinancing, or other debt if the BHA determines that the debt is unaffordable, or if the BHA determines that the lender or loan terms do not meet the BHA's qualifications. In making this determination, the BHA may take into account other Family expenses, such as childcare, unreimbursed medical expenses, homeownership expenses, and other Family expenses as determined by the BHA. The BHA will not unreasonably withhold approval of financing. Generally, the BHA will withhold approval of financing to prevent the Family from falling victim to predatory lending practices.

The BHA will conduct a financing review to determine whether the monthly mortgage or loan payment is affordable after considering other Family expenses. The BHA may disapprove proposed financing, refinancing or other debt if the BHA determines that the debt is unaffordable.

The BHA will review seller-financing and variable rate financing on a case-by-case basis. The BHA may opt to prohibit seller financing, or to only allow seller financing in cases when the seller is a nonprofit or the purchase price can be clearly supported by an independent appraisal.

There is no prohibition against using local or State Community Development Block Grant ("CDBG") or other subsidized financing in conjunction with the Section 8 homeownership program.

The BHA requires a maximum loan to value ratio consistent with standard secondary market guidelines and prohibits balloon payments. The Family may not refinance, apply for an equity loan, or undertake any other loans using the Home as security without BHA approval.

15.12 Homeownership Payment Standards/Housing Assistance Payment (HAP)

A. Amount of monthly homeownership assistance payment.

The homeownership Housing Assistance Payment will equal the lower of: (1) the Payment Standard minus the Total Tenant Payment; or (2) the monthly homeownership expenses minus the Total Tenant Payment. The Family is responsible for the monthly homeownership expenses not reimbursed by the Housing Assistance Payment. (Total Tenant Payment is higher of the minimum rent, 10 percent of Monthly Income, or 30 percent of monthly-adjusted income.) The BHA must use the Utility Allowance schedule and Payment Standard schedules applicable to the Housing Choice Voucher rental program.

BHA homeownership program Housing Assistance Payments will be made directly to the lender on behalf of the Family. The BHA will pay the excess amount, if any, directly to the Family.

Before the Housing Assistance Payments begins, the Family and the BHA must

execute a “Statement of Homeowner Obligations.” The Section 8 tenant-based HAP Contract, RTA and Lease addendum are not applicable to the Section 8 Homeownership program.

After the homeownership Housing Assistance Payments begin, the BHA will annually reexamine Family income and composition at a Recertification appointment and make appropriate adjustments to the amount of the monthly homeownership assistance payment.

In calculating the homeownership assistance payments, the BHA will also include an allowance for “Homeownership Expenses”, which may include:

- Principal & Interest on the mortgage debt;
- Principal & Interest on debt for improvements, if any;
- Taxes and Insurance;
- Mortgage Insurance Premium;
- Condo or Cooperative Fees;
- Utility Allowance; and
- Homeownership Allowances.

The Homeownership allowances are broken down into two categories, one for routine maintenance and one for major repairs. The BHA will allot one percent (1%) of the purchase price per year each for major repairs and one-half percent (.5%) for routine maintenance for a total allowance of one and one-half percent (1.5%). 24 C.F.R. § 982.635(c) or any successor provision details the expenses that the BHA will include when determining the Family's homeownership expenses. If the Home is a Cooperative or condominium Unit, homeownership expenses may include Cooperative or condominium operating charges or maintenance fees assessed by the condominium or Cooperative homeowner association. The principal and interest amount is the debt service amount for the initial (original) mortgage debt, any refinancing of such debt, and any mortgage insurance premium.

The Utility Allowance is the same Utility Allowance schedule as used in the Housing Choice Voucher Program. The BHA allowance for maintenance expenses is the amount the BHA determines is appropriate for routine maintenance for a Home. The BHA allowance for major repairs and replacements is the amount the BHA determines is appropriate for a replacement “reserve” for a Home. If a member of the Family is a Disabled Person, such debt may include debt incurred by the Family to finance costs needed to make the Home accessible for such person, if the BHA determines that allowance of such costs as homeownership expenses qualifies as a Reasonable Accommodation so that the homeownership program is readily accessible to, and usable by such person, in accordance with 24 C.F.R. Part 8.

Families are not required to put the amount set aside for these two maintenance allowances in the bank or in escrow. Further, it is not expected that the monthly amounts for these allowances will cover all maintenance and capital expenditures.

An Example:

Major repairs allowance is calculated as follows:

$$\begin{array}{r} \text{Purchase Price} \qquad \qquad \qquad \$80,000 \\ \qquad \qquad \qquad \qquad \qquad \times \quad 1\% \\ \hline \qquad \qquad \qquad \$800 \\ \text{Divided by 12 months} = \qquad \$66 \text{ per month} \end{array}$$

Routine maintenance uses the same calculation:

$$\begin{array}{r} \text{Purchase Price} \qquad \qquad \qquad \$80,000 \\ \qquad \qquad \qquad \qquad \qquad \times \quad .5\% \\ \hline \qquad \qquad \qquad \$400 \\ \text{Divided by 12 months} = \qquad \$33 \text{ per month} \end{array}$$

Therefore, the total homeownership allowance per month is \$ 99.00. This would be added to the other expenses to determine total monthly "Homeownership Expenses."

B. Payment Standard for family

(1) The payment standard for a family is the lower of:

- (i) the payment standard for the family unit size; or
- (ii) the payment standard for the size of the home.

(2) If the home is located in an exception payment standard area, the PHA must use the appropriate payment standard for the exception payment standard area.

(3) The payment standard amount may not be lower than what the payment standard amount was at the commencement of homeownership assistance.

15.13 Continued Participation

Families participating in the Section 8 Homeownership Program must abide by the Rules and Regulations of the Section 8 Program. The Family is STILL a Section 8 Participant, the only difference is the Family owns the property instead of renting the property. If a Family violates any of the rules and regulations of the Section 8 Program, they may be terminated from the homeownership program.

Annual Recertifications of Household income and Family Composition will be conducted to ensure that the Family is still eligible for assistance. If the Family is determined ineligible for Section 8 Assistance, their homeownership assistance will be terminated and the Family will be responsible for the entire mortgage. A Family must comply with the Statement of Homeownership Obligations and sign it annually at the Recertification appointment.

In the event that the BHA proposes to terminate homeownership program assistance, the BHA will inform the Family that it has a right to an informal hearing pursuant to the hearing procedures applicable to the Housing Choice

Voucher Program. In the event the BHA terminates a Family's participation in the homeownership program, the Family is responsible for the entire mortgage payment and other homeownership expenses.

15.14 Statement of Homeowner Obligations

To be eligible to participate in the BHA's Homeownership Program the Family must agree to adhere to the following program Participant's Statement of Homeowner Obligations:

- Be a Section 8 Participant in good standing in the BHA's Section 8 program (see glossary for definition of a Participant in good standing);
- Have been a Family Self Sufficiency program Participant and have remained a Participant in good standing with respect to the contractual goals and requirements of the Family's FSS Individual Training and Service Plan;
- Have no ownership interest in other property.
- Meet all eligibility criteria as described in the Section 8 Homeownership Program Administrative Plan Amendment.
- Attend homeownership counseling prior to purchase and post-purchase as offered by HUD certified counseling agencies;
- Secure financing through a lender acceptable to the BHA;
- Provide a down payment of at least three percent (3%) of the purchase price, with one percent (1%) of the down payment supplied from the Family's own resources;
- Be able to make the monthly payment of the Family's portion of the mortgage payment;
- Enter into a "Purchase and Sale Agreement" for a Home within 180 days of receiving a homeownership Voucher, provided the financing commitment has not expired prior to that date;
- Enter into this Statement of Homeowner Obligations Agreement and comply with its provisions;
- Sign a certification form stating that they will comply with this "Statement of Homeowner Obligations" annually at the Family's Recertification appointment;
- Sign a release allowing the BHA to exchange information with the lender and the lender with the BHA;
- Sign an acknowledgment form that the Family becomes obligated for the whole mortgage payment in the event of termination of assistance;

- Sign an acknowledgment form that the Family will continue to comply with the appropriate provisions of the HUD Section 8 Rental Assistance regulations, Family obligations and the BHA's Section 8 rental assistance and homeownership administrative plans;
- Agree that the Family may not enter into an agreement to sell or refinance the Home unless the BHA has first approved the sale or the refinance;
- Agree to use the Home as the Family's only residence;
- Agree to supply any information to the BHA regarding any mortgage or other debt incurred to purchase the Home, any refinancing of such debt, any satisfaction or payment of the mortgage debt, and any sale or other transfer of any Interest in the Home;
- Agree to notify the BHA before the Family moves out of the Home;
- Agree that during the period the Family receives homeownership assistance, no Family member may have any ownership interest in any other property receiving a subsidized rental payment; and
- Comply with applicable rules of the Housing Choice Voucher Program such as the requirements contained in the "Family Obligations", including the rule to fully report household income and Family Composition annually at the Recertification appointment.
- Agree to maintain the condition of the home so as to comply with HUD Housing Quality Standards (HQS) (although the BHA will not inspect the home annually for HQS compliance).

15.15 Maximum Term of Assistance

Except for Elderly and Disabled Families, Section 8 homeownership assistance may only be paid for a maximum period of 15 years if the initial mortgage incurred to finance purchase of the Home has a term that is for 20 years or longer. In all other cases, the maximum term of homeownership assistance is 10 years. The BHA has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the Family. The maximum term of homeownership assistance is not capped for Elderly and Disabled families. The maximum term for homeownership assistance applies to any member of the Family who has an ownership interest in the Unit during any time that homeownership payments are made, or is the spouse of any member of the Family who has an ownership interest in the Unit at the time homeownership payments are made.

The maximum term for homeownership assistance does not apply to an Elderly or Disabled Family. In the case of an Elderly Family, this exception only applies if the Family qualifies as an Elderly Family at the commencement of homeownership assistance. In the case of a Disabled Family, this exception

applies if at any time during receipt of Homeownership assistance the Family qualifies as a Disabled Family. If, during the course of homeownership assistance, the Family ceases to qualify as a Disabled or Elderly Family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a Family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the Family is otherwise eligible to receive Section 8 homeownership assistance).

15.16 Relocation with Homeownership Assistance

The Family may purchase one Home in a one-year period. If the Family moves, the BHA may not begin continued homeownership assistance for occupancy of the new Unit so long as any Family member owns any title or other interest in the prior Home.

Most of the homeownership requirements applicable to the first Home purchase remain applicable to a subsequent purchase. For example, the Family must once again meet the employment threshold. The necessity of any counseling will be determined by the BHA. An independent Home inspection will be conducted and the BHA will determine the acceptability of the financing. The maximum term of homeownership assistance applies to the cumulative time the Family receives homeownership assistance. The only exception to eligibility requirements applicable to initial receipt of homeownership assistance is that the Family need not meet the first-time homebuyer requirement. See 24 C.F.R. § 982.637(b).

If the Family decides to sell the property, the BHA must be consulted before the Home is placed on the market and the BHA must approve any sale of the property.

The maximum term of assistance described in Section XV above applies cumulatively. Thus if a Family is eligible for a maximum term of assistance of 15 years and receives benefits for 10 years in one Home, then the Family is eligible for a maximum of 5 years of assistance in a second Home.

15.17 Defaults

The PHA shall not commence homeownership assistance for a Family that includes an individual who was an adult member of a Family at the time when such Family received homeownership assistance and defaulted on a mortgage securing debt incurred to purchase the Home.

If the Family defaults on a mortgage securing any debt incurred to purchase the Home, the Family must notify the BHA within five days of receipt of a default letter. The BHA will not allow the Family to continue in or participate in the future in the BHA's Homeownership Program after a default on the mortgage by any member of the Family. The BHA must terminate Voucher homeownership assistance for any member of a Family that is dispossessed from the Home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the Home, or any refinancing of such debt. However, the Family may be eligible to receive

continued Voucher rental assistance. The BHA may consider mitigating circumstances in determining whether to provide a Family with rental assistance after a mortgage default.

The BHA has the discretion to allow a Family to revert to Section 8 Housing Choice Voucher Program rental assistance after a mortgage default through the BHA's Homeownership Program. If the BHA denies rental assistance to a Family who defaults on a mortgage through the Section 8 to Homeownership program, the BHA will afford the Family the right to an informal hearing regarding such denial.

15.18 Prohibition of Ownership in a Second Residence

No Family member of a Family assisted by Section 8 program Home-ownership assistance may have a Present Ownership Interest in a second residence while receiving homeownership assistance.

15.19 Automatic Termination of Homeownership Assistance

Homeownership assistance for a Family terminates automatically 180 calendar days after the last Housing Assistance Payment on behalf of the Family. However, the BHA has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the Family.

15.20 Single Downpayment Assistance Program

The Boston Housing Authority does not offer a single downpayment assistance program as provided for in 24 C.F.R. § 982.625(ii).

Chapter 16: PROJECT-BASED VOUCHER (PBV) PROGRAM

16.1 General

16.1.1 BHA Administration of the PBV Program

The BHA administers the PBV in accordance with federal regulations, specifically 24 C.F.R. part 982 and 24 C.F.R. part 983, as well as State and local law.

16.1.2 Description of the PBV Program

- (a) The PBV Program is funded from the Voucher Annual Contributions Contract (ACC) between the BHA and HUD. Project-based means that the subsidy is attached to the Unit, whereas tenant-based assistance allows the tenant to move with the subsidy (see difference between project-based and tenant-based assistance at 24 C.F.R. § 982.1(b)).

- (b) The BHA enters into a HAP Contract with an Owner for Units in existing housing or in newly constructed or rehabilitated housing.
- (c) When the PBV housing is new construction or rehabilitation, the housing is developed under an Agreement to enter into a Housing Assistance Payments ("AHAP") contract between the BHA and the Owner.
- (d) During the term of the HAP Contract the BHA makes payments to the Owners for Units leased and occupied by eligible Families.

16.1.3 Goal of the PBV Program

It is the goal of the BHA to make project-based rental subsidies accessible so interested and eligible Families can afford safe, decent and sanitary housing; to provide the services with integrity and mutual accountability; and to create housing situations which will serve as catalysts for the transformation from dependence to economic self-sufficiency. It is also the goal of the PBV program to create new affordable housing resources.

16.1.4 Maximum Amount of PBV Assistance

The BHA may project-base up to twenty percent (20%) of the BHA's authorized units, dependent upon funding availability. The BHA may project base an additional 10% of its units above the 20% program limit provided the additional units are designated for homeless families, families with veterans, supportive housing for persons with disabilities or elderly persons, or in areas where the vouchers are difficult to use

- A. The following are not subject to the PBV unit limitation provided the unit was covered under a PBV contract that first became effective date on or after HOTMA (4/18/17); and in the five years prior to the date the PHA either issued the RFP under which the project was selected or selected the project based on a prior competition or without competition:
 - 1. The unit received one of the following types of HUD assistance
 - a. Public housing capital or operating funds;
 - b. Project Based Rental Assistance (Section 8 Moderate Rehabilitation including SRO).
 - c. Housing for the elderly (Section 202)
 - d. Housing for Persons with disabilities (Section 811 of Cranston Gonzalez National Affordable Housing Act)
 - e. The Rent Supplement Program "Rent Supp".
 - f. Rental Assistance Program "RAP" (Section 236); or
 - 2. The unit was subject to one of the following rent restrictions:

- a. Section 236
 - b. Section 221(d)(3) or (d)(4) BMIR
 - c. Housing for the Elderly (Section 202)
 - d. Housing for Person's with disabilities (Section 811)
 - i. Existing and Rehabbed units are eligible based on criteria above.
 - a. New Construction maybe eligible under the conditions listed below:
 - 1, The unit for which the PBV unit is replacing must have received one of the forms of HUD assistance/ rent restrictions listed above.
 - 2. The newly constructed unit must be located on the same site as the unit it is replacing.
 - 3. One of the primary purposes of the planned development of the PBV new construction project is or was to replace affordable rental units that previously existed at the site, as evidenced by one of the following:
 - (i)Former residents of the original project are provided with a selection preference that provides the family with the right of the first occupancy at the PBV new construction project when it is ready for occupancy.
 - (ii)Prior to demolition of the original project, the PBV new construction project was specifically identified as replacement housing for that original project as part of a documented plan for redevelopment of the site.
3. Units under the RAD demonstration (RAD PBV units are excluded from both the total number of units under the ACC and the units committed to PBV when determining if the PHA has vouchers available to project base under the program limit requirements).
4. HUD VASH set aside vouchers
5. Additional categories as established by HUD regulation.

B. PHA Determination prior to selection

(1) **Analysis of units and budget.** PHA must calculate the number of authorized voucher units that it is permitted to project-base in accordance with [§ 983.6](#) and determine the amount of budget authority that it has available for project-basing in accordance with [§ 983.5\(b\)](#), before it issues a request for proposals in accordance with [§ 983.51\(b\)\(1\)](#), makes a selection based on a previous competition in accordance with [§ 983.51\(b\)\(2\)](#), amends an existing HAP contract to add units in accordance with [§ 983.207\(b\)](#), or noncompetitively selects a project in accordance with [§ 983.51\(c\)](#).

(2) **Analysis of impact.** Prior to selecting a project for PBV assistance, a PHA must perform an analysis of the impact if project-basing 50 percent or more of the PHA's authorized voucher units. The analysis should consider the ability of the PHA to meet the needs of the community across its tenant-based and project-based voucher portfolio, including the impact on, among others: families on the waiting list and eligible PBV families that wish to move under [§ 983.261](#). The analysis performed by the PHA must be available as part of the public record.

16.2 Selection of PBV Owner Proposals

16.2.1 Owner Proposal Selection Procedures

The BHA may use one of the following methods to select Owner proposals:

(a) Request for Proposal (RFP)

The BHA may publicly issue a competitive request for PBV proposals. The BHA may not limit a Request for Proposal (RFP) to a single site or impose restrictions that explicitly or practically preclude Owner submission of proposals for PBV housing on different sites. The BHA will only use competitive selection procedures when non-competitive selection as described below, is not applicable.

(1) Public Notice Requirement

The BHA will publish a RFP in a newspaper of general circulation and will make the RFP available on its web site (www.bostonhousing.org). The public notice must specify the submission deadline. The BHA will provide detailed application and selection criteria at the request of interested parties.

(b) The BHA may determine to provide PBV funding to a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded Low Income Housing Tax Credits have been provided), where the proposal has already been selected in accordance with such program's competitive selection requirements within three years of the BHA's PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive BHA PBV assistance.

(c) The BHA may provide PBV funding to a project where it has an ownership interest or control of the site, where the BHA is engaged in an initiative to improve, develop or replace a public

housing property or site. In order to be subject to this noncompetitive exception the BHA must be planning rehabilitation or construction on the project with a minimum of \$25,000.00 per unit in hard costs. For the purposes of this section ownership interest is defined as the PHA or its officers, employees or agents are in an entity that holds any such direct or indirect interest in the building including but not limited to an interest as: title holder, lessee, stockholder, a member or a general or limited partner, or a member of a limited liability corporation. A list of the BHA's redevelopment plans that fall under this exception is incorporated at Appendix B of this Plan.

(d) The BHA may select, without competition one or more PBV projects with units made exclusively available to HUD VASH families on the site of a VA facility. The selection must comply with all other requirements under 24 C.F.R. 983.351.

16.2.2 Subsidy Layering Review (SLR) Prohibition of Excess Public Assistance

The SLR is intended to prevent excessive public assistance for the housing by combining (layering) housing assistance subsidy under the PBV program with other governmental assistance from federal, state, or local agencies, including but not limited to, assistance such as tax concessions or tax credits.

- (a) The BHA shall obtain from the Applicant all the information required by the HUD mandated SLR checklist.
- (b) The BHA must review the SLR package prepared by the Applicant for its completeness and consistency with program requirements.
- (c) If it appears complete and acceptable, the BHA shall forward the SLR package to HUD's Boston office. The HUD Boston office will also review the material and if found acceptable, submit it to HUD Headquarters for final review and approval.
- (d) The subsidy layering requirements are not applicable to existing housing.

16.2.3 Cap on Number of PBV Units in each Project Pre-HOTMA 4/18/17

- (a) The BHA may not select a proposal to provide PBV assistance for Units in a project or enter into an Agreement or HAP Contract to provide PBV assistance for Units in a project, if the total number of dwelling units in the project that will receive PBV assistance is more than 25 percent of the number of Units (assisted or unassisted) in the project, unless the project qualifies for an exception.
- (b) Exceptions to 25 percent per project cap.

- (1) Units in a single-family building (a building with no more than four dwelling units);
 - (2) Units in a multifamily building that are specifically made available for:
 - (i) Elderly or disabled families; or
 - (ii) Families receiving supportive services.
- (c) Supportive Services that Qualify for an Exception
- Supportive services that qualify for an exception are those services that assist a person with a medical condition or disability or services that assist a Family in becoming self-sufficient. Examples of supportive services that qualify for an exception include but are not limited to:
- (1) Household Training (e.g., homemaking, parenting skills, money management)
 - (2) Job Training (e.g., preparation and counseling, job development and placement, follow-up assistance after job placement, completion of FSS Contract of Family Participation)
 - (3) Services and Resources (appropriate to assist families to achieve economic independence and self-sufficiency)
 - (4) Child Care (provide sufficient hours of operation and serve an appropriate range of ages)
 - (5) Counseling for parents and other kinship relations caring for children with special needs (programs for families adopting children from MA Department of Social Services (DCF), foster care programs, Grandfamily programs)
 - (6) Remedial Education (education for the completion of Secondary or post-secondary education)
 - (7) Substance Abuse Treatment (counseling and treatment for substance abuse)
- (d) Other Qualifications for Supportive Services
- (1) It is not necessary that the services be provided at or by the project, if they are BHA approved/qualified services.
 - (2) A Qualifying Family must have at least one member receiving at least one qualifying supportive service.

- (3) The BHA may not require participation in medical or disability-related services as a condition of living in an excepted Unit, other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted Unit, although such services may be offered.

- (e) Participant Completion of Services or Service Contract.

If a Family at the time of initial tenancy is receiving, and while the resident of an excepted Unit has received, FSS supportive services or any other supportive services as defined in the BHA administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the Unit continues to count as an excepted Unit for as long as the Family resides in the Unit.

- (f) Participant Failure to Complete Supportive Services or Service Contract.

- (1) Termination of Lease.

If a Family in an excepted Unit fails without good cause to complete its FSS contract of participation or if the Family fails to complete the supportive services requirement as outlined in this Administrative Plan, the BHA will take the actions provided under 24 C.F.R. § 983.261(d), and the Owner may terminate the Lease in accordance with 24 C.F.R. § 983.257(c). See also section 14.3.

- (2) Termination of Assistance

At the time of initial Lease execution, the Family and the BHA must sign a statement of Family responsibility. The statement of Family responsibility must contain all Family obligations including the Family's participation in a service program under this section. Failure by the Family without good cause to fulfill its service obligation will require the BHA to terminate assistance.

- (3) Unit Continues to be an Excepted Unit

If the Unit at the time of such termination is an excepted Unit, the exception continues to apply to the Unit as long as the Unit is made available to another Qualifying Family.

- (g) BHA Monitoring of Supportive Services

Providers of supportive services are obligated to report to the BHA regarding any changes in the supportive services at least on annual basis. The BHA may request more frequent reports from supportive service agencies at its discretion.

A supportive service agency must inform the BHA immediately when a Family fails to meet their supportive service requirements.

(1) Set-aside for Qualifying Families.

- (i) In leasing units in a multifamily building pursuant to the PBV HAP, the Owner must set aside the number of excepted Units made available for occupancy by Qualifying Families.
- (ii) The BHA may refer only Qualifying Families for occupancy of excepted Units.

(h) Ninety Percent Cap

The BHA may require a 90% (ninety percent) per- project cap on the number of Units that will receive PBV assistance or other project-based assistance in a multifamily building containing excepted Units.

16.2.4 Cap on Number of PBV Units in each Project Post HOTMA 4/18/2017

- (a) The BHA may not select a proposal to provide PBV assistance for Units in a project or enter into an Agreement or HAP Contract to provide PBV assistance for Units in a project, if the total number of dwelling units in the project that will receive PBV assistance exceeds 25 units or 25 percent of the total number of Units (assisted or unassisted) in the project whichever is greater, unless the project qualifies for an exception.

(b) Exceptions to 25 unit/ 25 percent per project cap.

- (1) Units in a single-family building (a building with no more than four dwelling units);

- (2) Units in a multifamily building that are:

- (j) exclusively serving elderly families

(ii) made available for all Families that are eligible to receive supportive services, including families with a household member with a disability among other such populations. Supportive services need not be provided by the owner or on-site, but must be reasonably available to the families receiving PBV assistance at the project

a) Supportive Services that Qualify for an Exception. supportive services that qualify for an

exception are those services that assist a person with a medical condition or disability or services that assist a Family in becoming self-sufficient. Examples of supportive services that qualify for an exception include but are not limited to:

1)Household Training (e.g., homemaking, parenting skills, money management)

2)Job Training (e.g., preparation and counseling, job development and placement, follow-up assistance after job placement, completion of FSS Contract of Family Participation)

3)Services and Resources (appropriate to assist families to achieve economic independence and self-sufficiency)

4)Child Care (provide sufficient hours of operation and serve an appropriate range of ages)

5)Counseling for parents and other kinship relations caring for children with special needs (programs for families adopting children from MA Department of Social Services (DCF), foster care programs, Grandfamily programs)

6)Education (education for the completion of Secondary or post-secondary education)

7)Substance Abuse Treatment (counseling and treatment for substance abuse)

(b)Other Qualifications for Supportive Services

(1)It is not necessary that the services be provided at or by the project, if they are BHA approved/qualified services.

(2)The BHA may not require participation in medical or disability-related services as a condition of living in an excepted Unit, other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted Unit, although such services may be offered.

(c)Participant Completion of Services or Service Contract. If a Family at the time of initial tenancy is receiving, and while the resident of an excepted Unit has received, FSS supportive

services or any other supportive services as defined in the BHA administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the Unit continues to count as an excepted Unit for as long as the Family resides in the Unit.

(d) Participant Failure to Complete Supportive Services or Service Contract.

(1) Termination of Lease.

If a Family in an excepted Unit fails without good cause to complete its FSS contract of participation or if the Family fails to complete the supportive services and is no longer eligible for the supportive services and does not vacate the unit in a reasonable amount of time the BHA is required to remove the unit from the HAP contract as outlined in this Administrative Plan, the BHA will take the actions provided under 24 C.F.R. § 983.261(d) and the Owner may terminate the Lease in accordance with 24 C.F.R. § 983.257(b). See also section 14.3. Unless, it is possible to substitute a different unit for the formerly excepted unit in the project in accordance with 983.207(a).

(2) Termination of Assistance

At the time of initial Lease execution, the Family and the BHA must sign a statement of Family responsibility. The statement of Family responsibility must contain all Family obligations including the Family's eligibility to participate in a service program under this section. The Failure by the Family without good cause to fulfill its service obligation will require the BHA to terminate the assistance of those families who are no longer eligible for said services as a result of the failure to complete the service contract. If a family is no longer eligible to receive the services offered, the family must vacate the unit within a reasonable period of time as noted above.

(3) Unit Continues to be an Excepted Unit

If the Unit at the time of such termination is an excepted Unit, the exception continues to apply to the Unit as long as the Unit is made available to another eligible Family.

(e) BHA Monitoring of Supportive Services

Providers of supportive services are obligated to report to the BHA regarding any changes in the supportive services at least on annual basis. The BHA may request more frequent reports from supportive service agencies at its discretion.

A supportive service agency must inform the BHA immediately when a Family fails to meet their supportive service eligibility.

(1) Set-aside for Qualifying Families.

- (i) In leasing units in a multifamily building pursuant to the PBV HAP, the Owner must set aside the number of excepted Units made available for occupancy by eligible Families.
- (ii) The BHA may refer only Qualifying Families for occupancy of excepted Units.

(f) Ninety Percent Cap

The BHA may require a 90% (ninety percent) per- project cap on the number of Units that will receive PBV assistance or other project-based assistance in a multifamily building containing excepted Units.

(d) Projects that are in a census tract with a poverty rate of 20% or less, as determined in the most recent American Community Survey 5-Year Estimates.

(e) Projects not subject to Project Cap

_(a) Certain types of projects that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD are not subject to the Project Cap.

(1) Exception Requirements:

- (i) the unit must be covered by a PBV HAP contract that first became effective after 4/18/2017, and
- (ii) in the 5 years prior to the date the PHA either (a) issued the RFP under which the project was selected or (b) selected the project without competition, the unit met at least one of the two following conditions:
 - (a) the unit received one of the following types of HUD assistance:
 - (i) Public Housing Capital or Operating Funds;
 - (ii) other Project Based Rental Assistance, including Moderate Rehabilitation and SRO Program;
 - (iii) Housing for Elderly (§202 of the Housing Act of 1959);
 - (iv) Housing for persons with Disabilities (§811 of the Cranston Gonzalez National Affordable Housing Act);
 - (v) The Rent Supplement Program (§101 of the Housing and Urban Development Act of 1965);
 - (vi) The Rental Assistance Program (§236(f)(2) of the National Housing Act; or
 - (b) the unit was subject to a rent restriction as a result of one of the following HUD programs:
 - (i) §236;
 - (ii) §221(d)(3) or (d)(4) BMIR;
 - (iii) Housing for Elderly (§202 of the Housing Act of 1959);
 - (iv) Housing for persons with Disabilities (§811 of the Cranston Gonzalez National Affordable Housing Act).

(b) Any PBV assistance provided to these properties may be used to project base up to 100% of the units in the project.

(c) Both existing units and rehabilitated units qualify for the exception under this section.

(i) new construction units qualify as replacement housing if:

(a) the unit that it is replacing received one of the two forms of HUD assistance listed above within 5 years from the date the PHA either issued the RFP under which the PBV new construct project was selected or selected the PBV new construction project under a prior competition or without competition, the date of selection is the date the PHA notice of owner selection.

(b) the new unit is located on the same site as the unit it is replacing;

(c) one of the primary purposes of the planned development of the PBV new construction project is or was to replace the affordable rental units that existed at the site, as evidenced by at least one of the following:

(i) Former residents of the original project are provided with a selection preference that provided the family with the right of first occupancy at the PBV new construction project when it is ready for occupancy.

(ii) Prior to demolition of the original project, the PBV new construction project was specifically identified as replacement housing for that original project as part of a documented plan for redevelopment of the site.

(ii) The unit size confirmation and number of units may differ from the original project that the PBV units are replacing, as well as the total number of units. However, under no may the project cap exception be applied to PBV new construction units that exceed the total number of covered units in the original project that the PBV units are replacing.

16.2.5 Site Selection Standards

The BHA's site selection standards must comply with PBV goals, civil rights requirements, and HQS.

The BHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an Agreement or HAP Contract for Units on the site, unless the BHA has determined that:

(a) Project-based assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the BHA Annual Plan, the BHA Administrative Plan, and 24 C.F.R. part 903. In developing the standards to apply in determining whether a proposed PBV development will be selected, the BHA shall consider the following:

(1) Whether the census tract in which the proposed PBV development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;

- (2) Whether a PBV development will be located in a census tract where the concentration of assisted Units will be or has decreased as a result of public housing demolition;
 - (3) Whether the census tract in which the proposed PBV development will be located is undergoing significant revitalization;
 - (4) Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement for the deconcentration of poverty at 24 C.F.R. part 903;
 - (5) Whether new market rate Units are being developed in the same census tract where the proposed PBV development will be located and the likelihood that such market rate Units will positively impact the poverty rate in the area;
 - (6) If the poverty rate in the area where the proposed PBV development will be located is greater than 20 percent, the PHA may consider whether in the past five years there has been an overall decline in the poverty rate;
 - (7) Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed PBV development will be located.
- (b) The site is suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d(4)) and HUD's implementing regulations at 24 C.F.R. Part 1; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601-3629); and HUD's implementing regulations at 24 C.F.R. Parts 100 through 199; Executive Order 11063 (27 FR 11527; 3 C.F.R., 1959-1963 Comp., p. 652) and HUD's implementing regulations at 24 C.F.R. Part 107. The site must meet the section 504 site selection requirements described in 24 C.F.R. § 8.4(b)(5).
 - (c) The site meets the HQS site standards at 24 C.F.R. § 982.401(l).
 - (d)

16.2.6 BHA PBV Site Selection Policy

- (a) Each prospective BHA PBV site applicant must demonstrate to the BHA that their respective project satisfies the goals of deconcentrating poverty and expanding housing and economic

opportunity, regardless of the project's poverty rate as defined by the most recent census data. The BHA will make its assessment of an applicant project's compliance with achieving these goals based on the totality of the applicant's response, taking into consideration the target population to be served (i.e., Family, Elderly, Disabled, and populations needing supportive services.

- (b) The BHA will also further assess each proposal to determine if they achieve the following BHA Agency Plan objectives:
 - (1) Development and maintenance of an adequate supply of safe, decent housing that is affordable to residents with a range of income levels and household needs;
 - (2) Assurance that a resident with long term support needs have access to appropriate services and accessible community and housing options.
 - (3) Assurance of full and fair access to housing for all residents.

16.2.7 Environmental Review

The local governmental Unit responsible (RE or Responsible Entity) for the federal environmental review under the National Environmental Protection Act (NEPA) of 1969 (42 U.S.C. § 42331 et. Seq.)²³ will conduct environmental reviews in connection with the project-based program. If the responsible entity declines to do the review then HUD may perform the environmental review itself.

(a) Existing Housing

The RE will determine whether the existing building is excluded from environmental review. The RE will also determine whether or not the assistance is subject to review under the laws and authorities under 24 C.F.R. § 58.5.

- (b) The BHA may not enter into an Agreement or HAP Contract with an Owner, and the BHA, the Owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the following HUD environmental requirements are met:

²³ The Boston Environmental Department is responsible for environmental review under NEPA in the City of Boston. The department analyzes projects for potential environmental impacts on the City of Boston and its residents. The reviews identify specific environmental impacts and the department suggests potential solutions.

- (1) The RE entity has completed the environmental review and HUD has approved the environmental certification and request for release of funds;
- (2) The RE has determined that the project to be assisted is exempt from an environmental review or is categorically excluded and not subject to compliance with environmental laws under 24 C.F.R. § 58.35(b); or
- (3) HUD has performed an environmental review and has notified the BHA in writing of environmental approval of the site.

(c) Mitigating Circumstances

The BHA must require the Owner to carry out mitigating circumstances required by the RE or required by HUD.

(d) Verification

The BHA will keep verification of the review or verification of the exemption in the BHA file for the building.

16.2.8 BHA-owned Units

- (a) The selection of BHA-owned Units must be done in accordance with 24 C.F.R. § 983.51(e) and section 15.2.5 of this Administrative Plan.
- (b) Inspection and determination of reasonable rent by independent entity
 - (1) The BHA will have the units inspected by an independent entity to be sure the Units meet the requirements of HQS and Chapter II of the State Sanitary Code.
 - (2) The BHA will have the reasonable rent determined by a HUD-approved appraisal or, by a licensed HUD approved appraiser by a licensed state certified appraiser.

(c) Nature of independent entity

The independent entity that performs these program services may be the Unit of general local government for the BHA jurisdiction (unless the BHA is itself the Unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

(d) Approval of Substantial Improvement of PHA PBVs under HAP

In the case of PHA-owned units, the owner must submit the

Development Activity certification Form and any additional evidence as requested to the PHA certifying that all development activity and or substantial improvement has been completed in accordance with all applicable HUD regulations and applicable requirements within sixty (60) days of completion. The PHA will submit the certification and evidence to the independent entity. The Independent entity must review the evidence to determine whether the development activity or substantial improvement was completed in accordance with the applicable requirements.

(e) Payment to independent entity and appraiser

- (1) The BHA may only compensate the independent entity and appraiser from BHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The BHA may not use other program receipts to compensate the independent entity and appraiser for their services.
- (2) The BHA, independent entity, and appraiser may not charge the Family any fee for the appraisal or the services provided by the independent entity.

16.3 Dwelling Units

16.3.1 Housing accessibility for persons with Disabilities

(a) Program accessibility.

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 C.F.R. part 8. The BHA shall ensure that the percentage of accessible dwelling Units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented by HUD's regulations at 24 C.F.R. Part 8, Subpart C.

(b) Design and construction.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 C.F.R. § 100.205, as applicable.

16.3.2 Inspecting Units

(a) Pre-selection inspection.

(1) Inspection of site

The BHA must examine the proposed site before the proposal selection date.

(2) Inspection of existing Units

If the units to be assisted already exist, the BHA must inspect all the units before the proposal selection date, and must determine whether the Units substantially comply with the HQS. To qualify as existing housing, Units must substantially comply with the HQS on the proposal selection date. However, the BHA may not execute the HAP Contract until the Units fully comply with the HQS.

(b) Pre-HAP Contract inspections

The BHA must inspect each contract Unit before execution of the HAP Contract. The PHA may not enter into a HAP Contract covering a Unit until the Unit fully complies with the HQS.

(c) Turnover inspections.

Before providing assistance to a new Family in a contract Unit, the BHA must inspect the Unit. The BHA may not provide assistance on behalf of the Family until the Unit fully complies with the HQS.

(d) Routine inspections.

(1) At least biennially during the term of the HAP Contract, the PHA must inspect a random sample, consisting of at least twenty percent (20%) of the contract units in each building, to determine if the contract Units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph (c) of this section are not counted toward meeting this annual inspection requirement.

(2) If more than twenty percent (20%) of the sample of inspected contract Units in a building fail the initial inspection, the BHA must re-inspect one hundred percent (100%) of the contract Units in the building.

(e) Other inspections.

(1) The BHA must inspect contract units whenever needed to determine that the contract Units comply with the HQS and that the Owner is providing maintenance, utilities, and other services in accordance with the HAP Contract. The BHA must take into account complaints and any other information coming to its attention in scheduling inspections.

- (2) The BHA must conduct follow-up inspections needed to determine if the Owner (or, if applicable, the Family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for Owner or Family violation of the HQS.
- (3) In conducting BHA supervisory quality control HQS inspections, the BHA should include a representative sample of both tenant-based and project-based Units.

(f) Inspecting BHA-owned Units

- (1) In the case of BHA-owned Units, the inspections required under this section must be performed by an independent agency designated in accordance with section 15.2.7 of this Administrative Plan, rather than by the BHA.
- (2) The independent entity must furnish a copy of each inspection report to the BHA and to the HUD field office where the project is located.
- (3) The BHA must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP Contract by the BHA Owner.

16.3.3 Requirements for Rehabilitated and Newly Constructed Units

An Owner or project sponsor, must enter into an Agreement to Enter in to a Housing Assistance Payments contract (AHAP) before any demolition, construction, or rehabilitation takes place. For the purposes of this section commencement of construction occurs when excavation, or site preparation (including clearing of the land) begins. This requirement only applies to non-existing PBV Units.

In accordance with 24 CFR 983.154(f), the BHA may enter into a Project Based Voucher Agreement for Housing Assistance Payments Contract ("AHAP") for newly constructed or rehabilitated housing after construction or rehabilitation has commenced under the following circumstances. Projects that have begun limited development activity, including site work, demolition, and infrastructure work, but are unable to proceed with subsidy layering review ("SLR") will be considered for this delayed AHAP alternative. The owner/developer of such newly constructed or rehabilitated housing must comply with the applicable requirements of 24 CFR 983.153. Upon completion of the limited development activities cited above and compliance with all applicable requirements of 24 CFR 983.153, the BHA will enter into an AHAP with the owner/developer.

16.3.4 Purpose and content of the Agreement to enter into HAP Contract

(a) Requirement

The BHA must enter into an Agreement (AHAP) with the Owner to enter in a HAP Contract.

(b) Purpose of the AHAP

In the Agreement the Owner agrees to develop the contract units to comply with the HQS, and the BHA agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the BHA will enter into a HAP Contract with the Owner for the contract Units.

(c) Description of Housing.

The AHAP must describe the following features of the housing to be developed (newly constructed or rehabilitated) and assisted under the PBV program:

- (1) Site and evidence of site control;
- (2) Location of contract Units on site;
- (3) Number of contract Units by area (size) and number of bedrooms and bathrooms;
- (4) Services, maintenance, or equipment to be supplied by the Owner without charges in addition to the rent;
- (5) Utilities available to the contract Units, including a specification of utility services to be paid by Owner (without charges in addition to rent) and utility services to be paid by the Tenant;
- (6) Indication of whether or not the design and construction requirements of the Fair Housing Act and implementing regulations at 24 C.F.R. § 100.205 and the accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 C.F.R. §§ 8.22 and 8.23 apply to units under the Agreement. If these requirements are applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement, as specified in paragraphs (c)(1 – 8) of this section.
- (7) Initial rents to Owner for the contract Units;

- (8) Description of the work to be performed under the Agreement. If the Agreement is for rehabilitation of units, the work description must include the rehabilitation work write up and, where determined necessary by the BHA, specifications, and plans. If the Agreement is for new construction, the work description must include the working drawings and specifications.

(d) Additional Requirements Established by the BHA

The BHA may also establish, in the AHAP, additional requirements for quality, architecture, or design of PBV housing, over and above the minimum requirements of HQS.

16.3.5 Conduct of New Construction and Rehabilitation Work

(a) Development requirements.

The Owner must carry out development work in accordance with the Agreement and the requirements of this section.

(b) Labor standards.

- (1) In the case of an Agreement for development of nine or more contract units (whether or not completed in stages), the Owner and the Owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in development of the housing.
- (2) The HUD prescribed form of Agreement shall include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.
- (3) The Owner and the Owner's contractors and subcontractors must comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 C.F.R. part 5, and other applicable federal labor relations laws and regulations. The PHA must monitor compliance with labor standards.

(c) Equal opportunity.

(1) Equal employment opportunity.

The Owner must comply with federal equal employment opportunity requirements of Executive Orders 11246 as amended (3 C.F.R., 1964-1965 Comp., p. 339), 11625 (3 C.F.R., 1971-1975 Comp., p. 616), 12432 (3 C.F.R., 1983 Comp., p. 198) and 12138 (3 C.F.R., 1977 Comp., p. 393).

(2) Eligibility to participate in federal programs and activities.

The Agreement and HAP Contract shall include a certification by the Owner that the Owner and other project principals (including the officers and principal members, shareholders, investors, and other parties having a substantial interest in the project) are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

(3) Disclosure of conflict of interest.

The Owner must disclose any possible conflict of interest that would be a violation of the Agreement, the HAP Contract, or HUD regulations.

16.3.6 Completion of Housing

(a) Completion deadline.

The Owner must develop and complete the housing in accordance with the Agreement. The Agreement must specify the deadlines for completion of the housing and for submission by the Owner of the required evidence of completion.

(b) Required evidence of completion.

(1) Minimum submission.

At a minimum, the Owner must submit the following evidence of completion to the BHA in the form and manner required by the BHA:

- (i) Owner certification that the work has been completed in accordance with the HQS and all requirements of the Agreement; and
- (ii) Owner certification that the Owner has complied with labor standards and equal opportunity requirements in development of the housing.

(2) Additional documentation.

At the discretion of the BHA, the Agreement may specify additional documentation that must be submitted by the Owner as evidence of housing completion. For example, such documentation may include:

- (i) A certificate of occupancy or other evidence that the units comply with local requirements (such as code and zoning requirements);

- (ii) An architect's certification that the housing complies with:
 - (A) HUD housing quality standards;
 - (B) State, local, or other building codes;
 - (C) Zoning;
 - (D) The rehabilitation work write-up (for rehabilitated housing) or the work description (for newly constructed housing); or
 - (E) Any additional design or quality requirements pursuant to the Agreement.

(c) BHA determination of completion.

When the BHA has received Owner notice that the housing is completed:

- (1) Upon notice from the Owner, the BHA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with the HQS and any additional requirement imposed by the BHA under the Agreement.
- (2) The BHA must determine if the Owner has submitted all required evidence of completion.
- (3) If the work has not been completed in accordance with the Agreement, the BHA must not enter into the HAP Contract.

(d) Execution of HAP Contract.

If the BHA determines that the housing has been completed in accordance with the Agreement and that the Owner has submitted all required evidence of completion, the BHA must submit the HAP Contract for execution by the Owner and must then execute the HAP Contract.

16.4 Housing Assistance Payments Contract

16.4.1 Purpose of HAP Contract

The purpose of the HAP Contract is to provide housing assistance payments for eligible families. The BHA makes housing assistance payments to the Owner in accordance with the HAP Contract. Housing

assistance is paid for contract Units leased and occupied by eligible families during the HAP Contract term.

16.4.2 HAP Contract information.

The HAP Contract must specify:

- (a) The total number of contract units by number of bedrooms;
- (b) Information needed to identify the site and the building or buildings where the contract units are located. The information must include the project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- (c) Information needed to identify the specific contract units in each building. The information must include the number of contract units in the building, the location of each contract Unit, the area of each contract Unit, and the number of bedrooms and bathrooms in each contract unit;
- (d) Services, maintenance, and equipment to be supplied by the Owner without charges in addition to the rent;
- (e) Utilities available to the contract units, including a specification of utility services to be paid by the Owner (without charges in addition to rent) and utility services to be paid by the tenant;
- (f) Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 C.F.R. part 8;
- (g) The HAP Contract term;
- (h) The number of units in any building that will exceed the 25 percent per building cap (as described in 24 C.F.R. § 983.56), which will be set-aside for occupancy by Qualifying Families; and
- (i) The initial Rent to Owner (for the first 12 months of the HAP Contract term).

16.4.3 When HAP Contract is Executed

- (a) BHA inspection of housing.
 - (1) Before execution of the HAP Contract, the BHA must inspect each contract Unit in accordance with 24 C.F.R. § 983.103(b).

- (2) The BHA may not enter into a HAP Contract for any contract Unit until the BHA has determined that the Unit complies with the HQS.

(b) Newly constructed or rehabilitated housing.

- (1) In the case of newly constructed or rehabilitated housing the HAP Contract shall be executed after the BHA has inspected the completed units and has determined that the units have been completed in accordance with the Agreement and the Owner has furnished all required evidence of completion (see 24 C.F.R. §§ 983.155 and 983.156).
- (2) In the HAP Contract, the Owner certifies that the units have been completed in accordance with the Agreement. Completion of the units by the Owner and acceptance of units by the BHA is subject to the provisions of the Agreement.

16.4.4 Term of HAP Contract

(a) Initial term.

The BHA may enter into a HAP Contract with an Owner for an initial term of up to twenty years for each contract Unit. The length of the term of the HAP Contract for any contract Unit may not be less than one year, nor more than twenty years.

(b) Extension of term.

At any time prior to the expiration of the contract, the BHA may agree to extend the term of the HAP Contract for an additional term of up to twenty years if the BHA determines an extension is appropriate to continue providing affordable housing for low-income families. Subsequent extensions are subject to the same limitations. Any extension of the term must be on the form and subject to the conditions prescribed by HUD at the time of the extension. If the project is a PHA owned project any change in the initial term and any subsequent extension is also subject to the approval of the independent entity as approved by HUD in accordance with 24 C.F.R. 983.59 and See also Section 15.2.7

(c) Termination by BHA.

- (1) The HAP Contract must provide that the term of the PHA's contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by the PHA in accordance with HUD instructions. For purposes of this section, "sufficient funding" means the availability of appropriations, and of

funding under the ACC from such appropriations, to make full payment of housing assistance payments to the Owner for any contract year in accordance with the terms of the HAP Contract.

- (2) The availability of sufficient funding must be determined by HUD or by the BHA in accordance with HUD instructions. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP Contract, the BHA has the right to terminate the HAP Contract by notice to the Owner for all or any of the contract units. Such action by the BHA shall be implemented in accordance with HUD instructions. The BHA reserves the right to exercise full and unencumbered discretion as to which HAP Contract may or may not be terminated due to insufficient funding, including all PBV contracts in those areas not specifically referenced by a HUD directive.
 - (3) The BHA may terminate the contract or reduce the number of units under the contract if it is determined that the owner is not leasing to program eligible families in accordance with 24 CFR 983.253(a).
 - (4) The BHA may reduce the number units on a contract that have been vacant for 120 days or more.
- (d) Termination by Owner--reduction below initial rent.

The Owner may terminate the HAP Contract, upon notice to the BHA, if the amount of the Rent to Owner for any contract Unit, as adjusted in accordance with 24 C.F.R. § 983.302, is reduced below the amount of the initial Rent to Owner (Rent to Owner at the beginning of the HAP Contract term). In this case, the assisted families residing in the contract units will be offered tenant-based voucher assistance.

16.4.5 HAP Contract Amendments

- (a) Amendment to substitute contract units.

At the discretion of the BHA and subject to all PBV requirements, the HAP Contract may be amended to substitute a different Unit with the same number of bedrooms in the same building for a previously covered contract Unit. Prior to such substitution, the BHA must inspect the proposed substitute Unit and must determine the reasonable rent for such Unit.

- (1) If an income ineligible family remains in occupancy of a PBV unit under contract, the owner can opt to have that unit

reinstated once the family vacates, provided the project is fully assisted (See 15.5.4(b)(2)).

(b) Amendment to add contract units.

At the discretion of the BHA, and provided that the total number of units in a building that will receive PBV assistance or other project-based assistance will not exceed the greater of 25 units (assisted or unassisted) in a non-exception project or 25 percent of the of the units in the project provided there is sufficient annual budget authority as provided in 24 C.F.R. § 983.6, a HAP Contract may be amended to add additional PBV contract units.. An amendment to the HAP Contract is subject to all PBV requirements (e.g., rents are reasonable), except that a new PBV request for proposals is not required. The anniversary and expiration dates of the HAP Contract for the additional units must be the same as the anniversary and expiration dates of the HAP Contract term for the PBV units originally placed under HAP Contract. The BHA will exercise its discretion to add units to a PBV contract by mutual agreement with the owner from time to time. See Attachment for details regarding specific projects.

(c) Amendment to add a preference - At the discretion of the BHA and subject to all PBV requirements, the HAP Contract may be amended to add a preference.

(c) Staged completion of contract units.

Even if contract units are placed under the HAP Contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP Contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP Contract. The expiration of the HAP Contract for all the contract units completed in stages must be concurrent with the end of the HAP Contract term for the units originally placed under HAP Contract.

16.4.6 Condition of Contract Units

(a) Owner maintenance and operation.

- (1) The Owner must maintain and operate the contract units and premises in accordance with the HQS, including performance of ordinary and extraordinary maintenance.
- (2) The Owner must provide all the services, maintenance, equipment, and utilities specified in the HAP Contract with the BHA and in the Lease with each assisted Family.
- (3) At the discretion of the BHA, the HAP Contract may also require continuing Owner compliance during the HAP term with additional housing quality requirements specified by the BHA (in addition to, but not in place of, compliance with the HUD-prescribed HQS). Such additional requirements may be designed to assure continued compliance with a design, architecture, or quality requirement specified in the Agreement.

(b) Remedies for HQS violation.

- (1) The BHA must vigorously enforce the Owner's obligation to maintain contract units in accordance with the HQS. The BHA may not make any HAP payment to the Owner for a contract Unit covering any period during which the contract Unit does not comply with the HQS.
- (2) If the BHA determines that a contract Unit is not in accordance with the housing quality standards (or other HAP Contract requirement), the BHA may exercise any of its remedies under the HAP Contract for all or any contract units. Such remedies include termination of housing assistance payments, abatement or reduction of housing

assistance payments, reduction of contract units, and termination of the HAP Contract. If the BHA terminates the HAP Contract for a particular PBV Unit the BHA will attempt to relocate the participant to another PBV Unit. If there are no PBV units available in the building or otherwise suitable, the BHA will offer the Family a tenant-based voucher if they are available. If the Family has been in the PBV program for more than one-year, the Family may request a tenant-based voucher.

- (c) Maintenance and replacement--Owner's standard practice.

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the Owner.

16.4.7 Owner Responsibilities

The Owner is responsible for performing all of the Owner responsibilities under the Agreement and the HAP Contract. 24 C.F.R. § 982.452 (Owner Responsibilities) applies.

16.4.8 Owner Certification

By execution of the HAP Contract, the Owner certifies that at such execution and at all times during the term of the HAP Contract:

- (a) All contract units are in good and tenantable condition. The Owner is maintaining the premises and all contract units in accordance with the HQS.
- (b) The Owner is providing all the services, maintenance, equipment, and utilities as agreed to under the HAP Contract and the Leases with assisted families.
- (c) Each contract Unit for which the Owner is receiving housing assistance payments is leased to an eligible Family referred by the BHA, and the Lease is in accordance with the HAP Contract and HUD requirements.
- (d) To the best of the Owner's knowledge, the members of the Family reside in each contract Unit for which the Owner is receiving housing assistance payments, and the Unit is the Family's only residence.
- (e) The Owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a Family residing in a contract Unit.
- (f) The amount of the housing assistance payment is the correct amount due under the HAP Contract.

- (g) The Rent to Owner for each contract Unit does not exceed rents charged by the Owner for other comparable unassisted Units.
- (h) Except for the housing assistance payment and the tenant rent as provided under the HAP Contract, the Owner has not received and will not receive any payment or other consideration (from the Family, the BHA, HUD, or any other public or private source) for rental of the contract Unit.
- (i) The Family does not own or have any interest in the contract Unit.

16.5 Occupancy

16.5.1 How Participants are Selected

- (a) Who may receive PBV assistance?
 - (1) The BHA may select Families who are Participants in the BHA's tenant-based voucher program and Families who have applied for admission to the voucher program.
 - (2) Except for voucher participants (determined eligible at original admission to the voucher program), the BHA may only select families determined eligible for admission at commencement of PBV assistance.
 - (3) The BHA maintains site based waiting lists for each PBV Development in its portfolio. An otherwise eligible applicant has the ability to apply for any and all open site based waiting lists.
 - (i) The BHA may allow projects that have an MOU with the City of Boston consistent with the BHA Homeless Service Organization preference ("HSO") for applicant referrals from the Coordinated Access System ("CAS") to operate Owner maintained waiting lists at those sites. The owner will be responsible for carrying out responsibilities including but not limited to, processing changes in applicant information, removing an applicant's name from the waiting list, opening and closing the waiting list. The BHA will maintain all oversight of Section 8 eligibility screening and lease up process. 1Those owners who wish to maintain their own site based waiting list will need to submit a waiting list policy for approval to the BHA. Said policy must comply with 24 C.F.R. 983.251(c)(7).

(ii) The PHA will review and approve or reject the Owner's Waiting list Policy in accordance with 24 C.F.R. 983. 251(c)(7). The BHA will communicate its determination to the Owner in writing.

(iii) The BHA will audit the Owner's site based waiting list on after the first initial year in alignment with the Project's Contract Anniversary Date. Thereafter the BHA will audit the owner's site based list every three yearse. The BHA maintains the authority to terminate the Owner's management of the site based list at any time due to noncompliance with Program requirements, or inadequacy of applicant pool. The BHA also maintains the authority to audit the Owner's waiting list at any other time during the life of the Owner's contract and the Owner is required to comply with its audit request. The BHA will perform these audit functions in compliance with 24 C.F.R. 5.105(a); 24 C.F.R. 982.158; and, 24 C.F.R. 982.158(c).

(a) The BHA has approved the following sites to maintain their own waiting list, (Owner Waiting List Policy may be found at Attachment C to this Plan): 900 Morrissey Street.

- (4) An Eligible applicant with the earliest approval date, Priority and/or Preference(s) will receive one offer of an apartment of appropriate size at a PBV site of choice. Failure to accept the first housing offer will result in the withdrawal from the particular site where the offer was made. Failure to accept the housing offer without good cause or owner rejection will result in the withdrawal from the PBV site based waiting list for which the applicant was called into screening. The withdrawal will have no effect on the applicant's placement for any other site based waiting list.

Withdrawal from a PBV site based waiting list(s) will have no effect on an applicant's position on either the BHA's tenant based HCVP waiting list or the BHA's Public Housing waiting list(s).

(b)Protection of in-place Families.

- (1) The term "in-place Family" means an eligible Family residing in a proposed contract Unit on the proposal selection date.

- (2) In order to minimize displacement of in-place families, if a Unit to be placed under contract that is either an existing Unit or one requiring rehabilitation is occupied by an eligible Family on the proposal selection date, the in-place Family must be placed on the BHA's waiting list (if the Family is not already on the list) and, once its continued eligibility is determined, given an absolute selection preference and referred to the project Owner for an appropriately sized PBV Unit in the project. (However, the BHA may deny assistance for the grounds specified in 24 C.F.R. § 982.552 and 982.553.) Admission of such families is not subject to income-targeting under 24 C.F.R. § 982.201(b)(2)(i), and such families must be referred to the Owner from the BHA's waiting list. BHA shall give such families priority for admission to the PBV program. This protection does not apply to families that are not eligible to participate in the program on the proposal selection date.

16.5.2 BHA Information for Accepted Family

- (a) Oral briefing.

When a Family accepts an offer of PBV assistance, the BHA must give the Family an oral briefing. The briefing must include information on the following subjects:

- (1) A description of how the program works; and
- (2) Family and owner responsibilities.

- (b) Information packet.

The BHA must give the Family a packet that includes information on the following subjects:

- (1) How the BHA determines the total tenant payment for a Family;
 - (2) Family obligations under the program; and
 - (3) Applicable fair housing information.
- (c) Providing information for persons with Disabilities.
 - (1) If the Family head or spouse is a Disabled Person, the BHA must take appropriate steps to assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet, including in alternative formats.

- (2) The BHA shall have some mechanism for referring to accessible PBV units to a Family that includes a person with mobility impairment.

- (d) Providing information for persons with limited English ability.

The BHA will communicate with persons of limited English ability in accordance with section 1.3.4.

16.5.3 Leasing of Contract Units

- (a) Owner selection of tenants.

- (1) During the term of the HAP contract, the owner must Lease contract units only to eligible Families selected and referred by the BHA from the BHA waiting list.
- (2) The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very Low-Income Families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.
- (3) An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

- (b) Size of unit.

The contract unit Leased to each Family must be appropriate for the size of the Family under the BHA's subsidy standards. See section 16.5.9

16.5.4 Vacancies

- (a) Filling vacant units.

- (1) The Owner must promptly notify the BHA of any vacancy or expected vacancy in a contract unit. After receiving the owner notice, the BHA must make every reasonable effort to refer promptly a sufficient number of Families for the owner to fill such vacancies.
- (2) The Owner must Lease vacant contract units only to eligible Families on the BHA waiting list referred by the BHA.
- (3) The BHA and the Owner must make reasonable good faith efforts to minimize the likelihood and length of any vacancy.

(b) Reducing number of contract units.

- (1) If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the BHA to fill such vacancies), the BHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.
- (2) If a unit is occupied by a family whose income increases or exceeds the rent to owner the unit must be removed from the HAP contract 180 days after the last HAP payment .

The BHA may add units to the building by amending the HAP contract in accordance with section 15.4.5

16.5.5 Tenant Screening

(a) BHA option.

- (1) The BHA will screen tenants for eligibility. The owner is also responsible for screening tenants.

(b) Owner responsibility

- (1) The owner is responsible for screening of families on the basis of their tenancy histories. An owner may consider a Family's background with respect to such factors as:

(i) Payment of rent and utility bills;

(ii) Caring for a unit and premises;

(iii) Respecting the rights of other residents to the peaceful enjoyment of their housing;

(iv) Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and

(v) Compliance with other essential conditions of tenancy;

(c) Providing tenant information to owner.

- (1) The BHA will provide information to the owner in accordance with section 7.3.3:

16.5.6 Lease

(a) Tenant's legal capacity

The tenant must have legal capacity to enter a Lease under State and local law. ``Legal capacity" means that the tenant is bound by the terms of the Lease and may enforce the terms of the Lease against the Owner.

(b) Form of Lease

- (1) The tenant and the Owner must enter a written Lease for the Unit. The Lease must be executed by the Owner and the tenant.
- (2) If the Owner uses a standard Lease form for rental to unassisted tenants in the locality or the premises, the Lease must be in a standard form.
- (3) In all cases, the Lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.
- (4) .

(c) Required information

The Lease must specify all of the following:

- (1) The names of the Owner and the tenant;
- (2) The Unit rented (address, Apartment number, if any, and any other information needed to identify the leased contract unit);
- (3) The term of the Lease (initial term and any provision for renewal);
- (4) The amount of the tenant Rent to Owner. The tenant Rent to Owner is subject to change during the term of the Lease in accordance with HUD requirements;
- (5) A specification of what services, maintenance, equipment, and utilities are to be provided by the Owner; and
- (6) The amount of any charges for food, furniture, or supportive services.

(d) Tenancy addendum

- (1) The tenancy addendum in the Lease shall state:

- (i) The program tenancy requirements (as specified in this part);
 - (ii) The Family Composition as approved by the BHA (names of Family members and any BHA-approved Live-In-Aide).
- (2) All provisions in the HUD-required tenancy addendum must be included in the Lease. The terms of the tenancy addendum shall prevail over other provisions of the Lease.

(e) Changes in Lease

- (1) If the tenant and the Owner agree to any change in the Lease, such change must be in writing, and the Owner must immediately give the BHA a copy of all such changes.
- (2) The Owner must notify the BHA in advance of any proposed change in Lease requirements governing the allocation of tenant and Owner responsibilities for utilities. Such changes may be made only if approved by the BHA and in accordance with the terms of the Lease relating to its amendment. The BHA must redetermine reasonable rent, in accordance with 24 C.F.R. § 983.303(c), based on any change in the allocation of responsibility for utilities between the Owner and the tenant, and the redetermined reasonable rent shall be used in calculation of Rent to Owner from the effective date of the change.

(f) Initial term of Lease.

The initial Lease term must be for at least one year.

(g) Lease provisions governing tenant absence from the Unit.

The Lease may specify a maximum period of tenant absence from the Unit that is shorter than the maximum period permitted by BHA policy.

16.5.7 Owner Termination of Tenancy and Eviction

(a) In general.

24 C.F.R. § 982.310 applies with the exception that §§ 982.310(d)(1)(iii) and (iv) do not apply to the PBV program. (In the PBV program, “good cause” does not include a business or economic reason or desire to use the Unit for an individual, Family, or non-residential rental purpose.) 24 C.F.R. §§ 5.858-5.861 on eviction for drug and alcohol abuse apply to this part.

(b) Upon Lease expiration, an Owner may:

- (1) Renew the Lease;
- (2) Refuse to renew the Lease for good cause as stated in paragraph (a) of this section;
- (3) Refuse to renew the Lease without good cause, in which case the BHA would provide the Family with a tenant-based voucher, if available, and the Unit would be removed from the PBV HAP Contract.

(c) If a Family resides in a project-based Unit excepted from the twenty five percent (25%) per-building cap on project-basing because of participation in an FSS or other supportive services program, and the Family fails, without good cause, to complete its FSS contract of participation or supportive services requirement, such failure is grounds for Lease termination by the Owner.

16.5.8 Security deposit: amounts owed by tenant

- (a) The Owner may collect a security deposit from the tenant in accordance with Massachusetts State law.

16.5.9 Overcrowded, under-occupied, and accessible units

(a) Family occupancy of wrong-size or accessible Unit.

The BHA subsidy standards determine the appropriate Unit size for the Family size and composition. If the BHA determines that a Family is occupying a:

- (1) Wrong-size Unit, or
- (2) Unit with accessibility features that the Family does not require, and the Unit is needed by a Family that requires the accessibility features, the BHA must:
 - (i) Within 30 days from the BHA's determination, notify the family and the owner of its determination; and
 - (ii) Within 60 days from the BHA's determination offer the family continued housing assistance, pursuant to paragraph (b) of this section.

(b) Offer of Continued Assistance.

- (1) The BHA will offer continued housing assistance in the forms listed below:
 - (i) PBV assistance in an appropriate size unit (in the same project or another project;
 - (ii) Other project-based housing assistance (e.g., by occupancy of public housing unit);
 - (iii) Tenant-based rental assistance under the voucher program; or

- (iv) Other comparable tenant-based rental assistance.
- , (2) If no continued housing assistance as described above is available the BHA must remove the wrong size or accessible unit from the HAP contract to make voucher assistance available to issue the family a tenant based voucher

(c) Termination of housing assistance payments..

(1) If the BHA offers the family the opportunity to receive tenant based rental assistance under the voucher program:

(i) The BHA must terminate the housing assistance payments for a wrong sized or accessible unit at the earlier of the expiration of the term of the family's voucher (including any extension granted by the BHA) or the date upon which the family vacates the unit.

(ii) If the family does not move out of the wrong sized or accessible unit at the earlier of the expiration of the term of the family's voucher, the PHA must remove the unit from the HAP contract.

(2) If the BHA offers the family another form of continued housing assistance (other than tenant-based rental assistance under the voucher program) in accordance with section b above, the BHA must terminate the housing assistance payments for the wrong-sized or accessible unit and remove the unit from the HAP when:

(i) In the case of an offer by the PHA of PBV assistance or other project-based housing assistance in an appropriate-size unit, the family does not accept the offer and does not move out of the PBV unit within a reasonable time as determined by the PHA, not to exceed 90 days. The family may request and the PHA may grant one extension not to exceed up to an additional 90 days to accommodate the family's efforts to locate affordable, safe, and geographically proximate replacement housing .

(ii) In the case of an offer by the PHA of other comparable tenant-based rental assistance, the family either accepts or does not accept the offer but does not move out of the PBV unit within a reasonable time as determined by the PHA, not to exceed 90 days. The family may request and the PHA may grant one extension not to exceed up to an additional 90 days to accommodate the family's

efforts to locate, affordable, safe, and geographically proximate replacement housing.

(d) Reinstatement. The BHA may reinstate a unit removed under [paragraph \(b\)\(2\)](#), [\(c\)\(1\)\(ii\)](#), or [\(c\)\(2\)](#) of this section to the HAP contract after the family vacates the property, in accordance with [§ 983.207\(b\)](#).

(2)

16.5.10 Family right to move

- (a) The Family may terminate the assisted Lease at any time after the first year of occupancy.

The Family must give the Owner advance written notice of intent to vacate (with a copy to the BHA) in accordance with the Lease. See also section 11.4.

- (b) If the Family has elected to terminate the Lease in this manner, the BHA must offer the Family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.
- (c) Before providing notice to terminate the Lease under paragraph (a) of this section, a Family must make a written request for tenant-based rental assistance if the Family wishes to move with continued assistance. If voucher or other comparable tenant-based rental assistance is not immediately available upon termination of the Family's Lease of a PBV Unit, the BHA will place the Family on a waiting list by date and time of request to receive the next available opportunity for continued tenant-based rental assistance.
- (d) If the Family terminates the assisted Lease before the end of one year, the Family relinquishes the opportunity for continued tenant-based assistance.
- (e) Good standing requirement to receive continued assistance in the tenant-based voucher program. The BHA may deny the opportunity for a tenant-based voucher where there are grounds for denial or termination. See 24 C.F.R. § 982.314(e)(2).

16.5.11 When occupancy may exceed 25-percent cap

- (b) (a) The BHA may not select a proposal to provide PBV assistance for Units in a project or enter into an Agreement or HAP Contract to provide PBV assistance for Units in a project, if the

total number of dwelling units in the project that will receive PBV assistance exceeds 25 units or 25 percent of the total number of Units (assisted or unassisted) in the project whichever is greater, unless the project qualifies for an exception.

- (b) In referring families to the Owner for admission to excepted units, the BHA must give preference to Elderly or Disabled Families; or to Families receiving supportive services. Said preferences will be applied to those waiting lists in conjunction with the executed HAP contract.
- (c) If a Family at the time of initial tenancy is receiving and while the resident of an excepted Unit has received FSS supportive services or any other service as defined in the BHA administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the Unit continues to count as an excepted Unit for as long as the Family resides in the Unit.
- (d) A Family (or the remaining members of the Family) residing in an excepted Unit that no longer meets the criteria for a "qualifying Family" in connection with the 25 percent per building cap exception (e.g., a Family that does not successfully complete its FSS contract of participation or the supportive services requirement as defined in the BHA administrative plan or the remaining members of a Family that no longer qualifies for Elderly or Disabled Family status) must vacate the Unit within a reasonable period of time established by the BHA, and the BHA shall cease paying housing assistance payments on behalf of the non-qualifying Family. If the Family fails to vacate the Unit within the established time, the Unit must be removed from the HAP Contract unless the project is partially assisted, and it is possible for the HAP Contract to be amended to substitute a different Unit in the building in accordance with 24 C.F.R. § 983.206(a); or the Owner terminates the Lease and evicts the Family. The housing assistance payments for a Family residing in an excepted Unit that is not in compliance with its Family obligations (e.g., a Family fails, without good cause, to successfully complete its FSS contract of participation or supportive services requirement) shall be terminated by the BHA.

16.6 Rent to Owner

16.6.1 Determining the Rent to Owner

(a) Initial and Redetermined rents

- (1) The amount of the initial and redetermined Rent to Owner is determined in accordance with this section and 24 C.F.R. § 983.302.

- (2) The amount of the initial Rent to Owner is established at the beginning of the HAP Contract term.
- (3) The Rent to Owner is redetermined at the Owner's request for a rent increase in accordance with this section and 24 C.F.R. § 983.302. The Rent to Owner is also redetermined at such time when there is a five percent or greater decrease in the published FMR in accordance with 24 C.F.R. § 983.302.

(b) Amount of Rent to Owner

Except for certain tax credit units as provided in paragraph (c) of this section, the Rent to Owner must not exceed the lowest of:

- (1) An amount determined by the BHA, not to exceed 110 percent of the applicable fair market rent (or any exception payment standard approved by the Secretary) for the Unit bedroom size minus any utility allowance;
- (2) The Reasonable Rent; or
- (3) The rent requested by the Owner.

(c) Rent to Owner for Certain Tax Credit Units

- (1) The BHA will determine the rent on tax credit units in accordance with federal law.

(d) Rent to Owner for Other Tax Credit Units

Except in the case of a tax credit Unit described in paragraph (c)(1) of this section, the Rent to Owner for all other tax credit units is determined pursuant to paragraph (b) of this section.

(e) Reasonable Rent

The BHA shall determine Reasonable Rent in accordance with 24 C.F.R. § 983.303. The Rent to Owner for each contract Unit may at no time exceed the Reasonable Rent.

(f) Use of FMRs and utility allowance schedule in determining the amount of Rent to Owner.

(1) Amounts Used

- (i) Determination of initial rent (at beginning of HAP Contract term). When determining the initial Rent to Owner, the BHA shall use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP Contract. At its discretion, the BHA may use the amounts in effect at any time during the 30-day period

immediately before the beginning date of the HAP Contract.

- (ii) Redetermination of Rent to Owner. When redetermining the Rent to Owner, the BHA shall use the most recently published FMR and the BHA utility allowance schedule in effect at the time of redetermination. At its discretion, the BHA may use the amounts in effect at any time during the 30-day period immediately before the redetermination date.

(2) Exception Payment Standard and PHA Utility Allowance Schedule

- (i) Any HUD-approved exception payment standard amount under 24 C.F.R. § 982.503(c) applies to both the tenant-based and project-based voucher programs. HUD will not approve a different exception payment standard amount for use in the PBV program.
- (ii) The PHA may not establish or apply different utility allowance amounts for the PBV program. The same PHA utility allowance schedule applies to both the tenant-based and the PBV programs.

(g) BHA-Owned Units

For BHA-owned PBV units, the initial Rent to Owner and the annual redetermination of rent at the annual anniversary of the HAP Contract are determined by the independent entity approved by HUD in accordance with 24 C.F.R. § 983.59. The BHA must use the Rent to Owner established by the independent entity.

16.6.2 Redetermination of Rent to Owner

(a) The BHA must redetermine the Rent to Owner:

- (1) Upon the Owner's request; or
- (2) When there is a ten percent or greater decrease in the published FMR in accordance with 24 C.F.R. § 983.301.

(b) Rent Increase

- (1) The BHA may not make any rent increase other than an increase in the Rent to Owner as determined pursuant to 24 C.F.R. § 983.301.
- (2) The Owner must submit a written request for a rent increase at least sixty (60) days prior to the date of the anniversary of the HAP contract to receive and increase in rent. A rent increase that is not submitted at least (60)

days prior to the date of the anniversary of the HAP contract shall not be processed until the following year.

(c) Rent Decrease

If there is a decrease in the Rent to Owner, as established in accordance with 24 C.F.R. § 983.301, the Rent to Owner must be decreased, regardless of whether the Owner requested a rent adjustment.

(d) Notice of rent redetermination

Rent to Owner is redetermined by written notice by the BHA to the Owner specifying the amount of the redetermined rent. The BHA notice of the rent adjustment constitutes an amendment of the Rent to Owner specified in the HAP Contract.

(e) Contract year and annual anniversary of the HAP Contract

- (1) The contract year is the period of 12 calendar months preceding each annual anniversary of the HAP Contract during the HAP Contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP Contract term.
- (2) The annual anniversary of the HAP Contract is the first day of the first calendar month after the end of the preceding contract year. The adjusted Rent to Owner amount applies for the period of 12 calendar months from the annual anniversary of the HAP Contract.
- (3) See 24 C.F.R. § 983.206(c) for information on the annual anniversary of the HAP Contract for contract units completed in stages.

16.6.3 Reasonable Rent

(a) Owner Certification of Comparability

By accepting each monthly housing assistance payment from the BHA, the Owner certifies that the Rent to Owner is not more than rent charged by the Owner for comparable unassisted units in the premises. The Owner must give the BHA information requested by the BHA on rents charged by the Owner for other units in the premises or elsewhere.

(b) Determining Reasonable Rent for BHA-Owned Units

- (1) For BHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with 24 C.F.R. § 983.59, rather than

by the BHA. Reasonable rent must be determined in accordance with this section.

- (2) The independent entity must furnish a copy of the independent entity determination of reasonable rent for BHA-owned units to the BHA and to the HUD field office where the project is located.

16.6.4 Other Subsidy: Effect on Rent to Owner

(a) General

In addition to the rent limits established in accordance with Sec. 983.301 and 24 C.F.R. § 982.302, the following restrictions apply to certain units.

(b) HOME

For units assisted under the HOME program, rents may not exceed rent limits as required by the HOME program (24 C.F.R. § 92.252).

(c) Subsidized Projects

- (1) This paragraph (c) applies to any contract units in any of the following types of federally subsidized project:
 - (i) An insured or non-insured Section 236 project;
 - (ii) A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
 - (iii) A Section 221(d)(3) below market interest rate (BMIR) project;
 - (iv) A Section 515 project of the Rural Housing Service;
 - (v) A project receiving low-income housing tax credits;
 - (vi) Any other type of federally subsidized project specified by HUD.
- (2) The Rent to Owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program listed in paragraph (c)(1) of this section.

(d) Combining Subsidy

Rent to Owner may not exceed any limitation required to comply with HUD subsidy layering requirements. See 24 C.F.R. § 983.55.

(e) Other Subsidy: BHA Discretion to Reduce Rent

At its discretion, a BHA may reduce the initial Rent to Owner because of other governmental subsidies, including tax credit or tax exemption, grants, or other subsidized financing.

(f) Prohibition of Other Subsidy

For provisions that prohibit PBV assistance to units in certain types of subsidized housing, see 24 C.F.R. § 983.54.

16.6.5 Rent to Owner: Effect of Rent Control and Other Rent Limits

In addition to the limitation to 110 percent of the FMR in 24 C.F.R. § 983.301(b)(1), the rent reasonableness limit under §§ 983.301(b)(2) and 983.303, the rental determination provisions of § 983.301(f), the special limitations for tax credit units under § 983.301(c), and other rent limits under this part, the amount of Rent to Owner also may be subject to rent control or other limits under local, state, or federal law.

16.6.6 Payment to Owner

(a) When Payments are Made

- (1) During the term of the HAP Contract, the BHA shall make housing assistance payments to the Owner in accordance with the terms of the HAP Contract. The payments shall be made for the months during which a contract Unit is Leased to and actually occupied by an eligible Family.
- (2) Except for discretionary vacancy payments in accordance with 24 C.F.R. § 983.352, the BHA may not make any housing assistance payment to the Owner for any month after the month when the Family moves out of the Unit (even if household goods or property are left in the unit).

(b) Monthly Payment

Each month, the BHA shall make a housing assistance payment to the Owner for each contract Unit that complies with the HQS and is Leased to and occupied by an eligible Family in accordance with the HAP Contract.

(c) Calculating Amount of Payment

The monthly housing assistance payment by the BHA to the Owner for a contract Unit Leased to a Family is the Rent to Owner

minus the tenant rent (total tenant payment minus the utility allowance).

(d) Prompt Payment

The housing assistance payment by the BHA to the Owner under the HAP Contract shall be paid to the Owner on or about the first day of the month for which payment is due, unless the Owner and the BHA agree on a later date.

(e) Owner Compliance with Contract

To receive housing assistance payments in accordance with the HAP Contract, the Owner must comply with all the provisions of the HAP Contract. Unless the Owner complies with all the provisions of the HAP Contract, the Owner does not have a right to receive housing assistance payments.

16.6.7 Vacancy Payment

(a) Payment for Move-out Month

If an assisted Family moves out of the Unit, the Owner may keep the housing assistance payment payable for the calendar month when the Family moves out ("move-out month"). However, the Owner may not keep the payment if the BHA determines that the vacancy is due to the Owner's fault.

16.6.8 Tenant Rent; Payment to Owner

(a) BHA Determination

- (1) The tenant rent is the portion of the Rent to Owner paid by the Family. The BHA determines the tenant rent in accordance with HUD requirements.
- (2) Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the BHA to the Family and the Owner. See also section 8.6 of this Administrative Plan.

(b) Tenant Payment to Owner

- (1) The Family is responsible for paying the tenant rent (total tenant payment minus the utility allowance).
- (2) The amount of the tenant rent as determined by the BHA is the maximum amount the Owner may charge the Family for rent of a contract Unit. The tenant rent is payment for all housing services, maintenance, equipment, and utilities to

be provided by the Owner without additional charge to the tenant, in accordance with the HAP Contract and Lease.

- (3) The Owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the BHA. The Owner must immediately return any excess payment to the tenant.
- (4) The Family is not responsible for payment of the portion of the Rent to Owner covered by the housing assistance payment under the HAP Contract. The Owner may not terminate the tenancy of an assisted Family for nonpayment of the BHA housing assistance payment.

(c) Limit of BHA Responsibility

- (1) The BHA is responsible only for making housing assistance payments to the Owner on behalf of a Family in accordance with the HAP Contract. The BHA is not responsible for paying the tenant rent, or for paying any other claim by the Owner.
- (2) The BHA may not use housing assistance payments or other program funds (including any administrative fee reserve) to pay any part of the tenant rent or to pay any other claim by the Owner. The BHA may not make any payment to the Owner for any damage to the Unit, or for any other amount owed by a Family under the Family's Lease or otherwise.

(d) Utility Reimbursement

- (1) If the amount of the utility allowance exceeds the total tenant payment, the BHA shall pay the amount of such excess as a reimbursement for tenant-paid utilities ("utility reimbursement") and the tenant rent to the Owner shall be zero.
- (2) The BHA either may pay the utility reimbursement to the Family or may pay the utility bill directly to the utility supplier on behalf of the Family.
- (3) If the BHA chooses to pay the utility supplier directly, the BHA must notify the Family of the amount paid to the utility supplier.

16.6.9 Other Fees and Charges

(a) Meals and Supportive Services

- (1) Except as provided in paragraph (a)(2) of this section, the Owner may not require the tenant or Family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.
- (2) In assisted living developments receiving project-based assistance, Owners may charge tenants, Family members, or both for meals or supportive services. These charges may not be included in the Rent to Owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the Lease by the Owner in an assisted living development.

(b) Other Charges by Owner

The Owner may not charge the tenant or Family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises. If an Owner does charge extra amounts the BHA reserves the right to terminate all HAP Contracts with that Owner.

CHAPTER 17: RENTAL ASSISTANCE DEMONSTRATION (RAD)

HUD's Rental Assistance Demonstration (RAD) is a voluntary conversion program whereby Public Housing Agencies can convert housing stock to a different platform (PBV or PBRA) in order to access more stable funding for improvements and preservation.

The PBV rules and regulations as set out in Chapter 16 apply to RAD units, except as stated within this chapter.

17.1 Site Selection

RAD units will follow the Site Selection standards as set out in Chapter 16. 2.1 above, and in accordance with exceptions allowable under HOTMA.

17.2 Eligibility The following applies to in place families, both RAD and non RAD PBVs, at a converting site:

17.2.1 Eligibility at Conversion- All current residents are eligible at the time of conversion. No rescreening or re-certification will be performed at the time of conversion

17.2.2 Under-houseding- In order for a unit to be included in the RAD HAP contract, the existing family must not be under-housed according BHA subsidy standards.

17.2.3 Eligibility at Turn-Over – Vacancies will be filled in accordance with eligibility requirements as set out in Chapters 5 & 16 of this Administrative Plan.

17.3 HQS (Housing Quality Standards)

17.3.1 Units are all eligible at the time of conversion with the exception of units that have health and safety violations, or units in which the family is under-housed.

(a) Individual Inspection approvals for each unit are not required at the time of RAD HAP execution. Individual Inspection approvals will be conducted in accordance with the RCC (RAD Conversion Commitment)

17.4 Initial Contract Rent and Rent Increases

Initial contract rent to owner is set by HUD, and based upon the amount of subsidy the project was receiving under the Public Housing Program.

17.4.1 Rent increases. The contract rent is adjustable annually at the anniversary of the RAD HAP contract upon request of the owner. The adjustment will be made using the Operating Cost Adjustment Factor (OCAF) published by HUD, and will be the lower of rent reasonableness or OCAF. The rent to owner will never be reduced below the initial contract rent.

17.5 Right to Return This applies to in place families, both RAD and non RAD PBVs, at a converting site:

Residents who are relocated during rehabilitation/construction shall have a right of return.

17.6 Payments to the Owner during Rehabilitation/Construction

17.6.1 RRAP (RAD Rental Assistance Payments) Owners are eligible for RRAP payments for units undergoing rehabilitation/construction during the term of the RCC for all units under the RAD HAP contract.

17.7 Tenant Share - The following applies to in place families, both RAD and non RAD PBVs, at a converting site:

17.7.1 Initial Tenant Share will be Participant's TTP or Flat rent at the time of conversion.

- (a) If the Participant's rent increases by more than the greater of 10% or \$25.00 solely as a result of the conversion the increase in the tenant share will be phased in over a three (3) year period.
- (b) If during the term of the phase in the TTP becomes less than or equal to the initial conversion TTP than the phase in will cease.
- (c) When TTP exceeds the gross rent, the requirement to remove the unit from the contract after six (6) months of nonpayment has been waived by HUD. The converting family may remain in the unit and when and if the converting family's TTP falls below the gross rent the converting family may be eligible to receive a subsidy. During the time the families TTP exceeds the gross rent all other PBV rules apply. .

17.8 Choice Mobility

17.8.1 Voucher Inventory Turnover Cap- If the BHA as a result of RAD, has a total number of PBV units (including RAD PBV units) under HAP contract which exceeds twenty (20%) of the BHA's authorized units under its HCV ACC with HUD, the BHA may limit the issuance of vouchers to three quarter of its turnover vouchers in any single year to residents of the covered projects.

17.8.2 – Participants residing in RAD PBV units will be eligible for a Choice Mobility voucher one (1) year after the conversion of the property (effective date of the HAP contract) or one year after they move into the property, whichever comes later.

17.8.3 – The BHA will manage the Choice Mobility process in accordance with its policy and in concert with the Project Based owner.

CHAPTER 18: GENERAL ADMINISTRATIVE PROCEDURES

18.1 Fraud and Criminal Acts Against the BHA

17.1.1 Fraud Defined

Fraud is an intentional misrepresentation of the truth or concealing of material fact to induce another to act to his or her detriment.

18.1.2 Fraud by a Family

- (a) *Family Fraud Against the BHA.* Examples of fraud by a Family against the BHA include, but are not limited to:
 - (1) Misrepresentation of income, Assets, or deductions;
 - (2) Misrepresentation of the Family's residence or composition; and
 - (3) Subletting or assigning the Apartment.
- (b) *Termination or Denial of Assistance.* The BHA will propose termination of the Participant's assistance in accordance with Chapter 13 or deny assistance, in accordance with Chapter 6, to an Applicant who commits fraud. The BHA may use its discretion to enter into a repayment agreement with a family.
- (c) *Fraud Reporting.* The BHA may report any incident of Fraud to the HUD Office of the Inspector General or any other applicable law enforcement agency.

18.1.3 Owner Fraud and Program Abuse

- (a) Examples of fraud and program abuse by an Owner include, but are not limited to:
 - (1) Providing false information on a Rent Roll or RTA;
 - (2) Collecting extra or side rent payments from the Participant;
 - (3) Collecting assistance for Apartments not occupied by eligible families;
 - (4) Filing false vacancy loss or damage claims; and
 - (6) Bribing, or attempting to bribe, a BHA employee.
- (b) *Action for Owner Fraud or Program Abuse.* In cases of suspected or alleged Owner fraud, the Leasing Officer will ask the Owner for an explanation of the suspected or alleged abuse. If the Owner is found to have intentionally abused the program, the BHA may

cancel the HAP Contract (issuing the Family a new Voucher) and require the Owner to reimburse the BHA for extra or excessive HAP payments, overcompensated claims for vacancy loss, unpaid Tenant Rent, or damages. The BHA may require the Owner to reimburse the tenant for any overpayment, unauthorized side agreements, or utility costs. The BHA will ask the Owner for proof that the matter has been resolved.

The BHA may also seek redress in these matters through the Courts, with the HUD Inspector General's office, the Boston Police Department, or the Massachusetts District Attorney. In addition, the BHA may refuse to enter into a new HAP Contract with such an Owner.

18..2 Special BHA Analyses

18..2.1 Analysis of Utility Costs

The BHA will review Utility Allowances at least annually. The BHA will establish new Allowances if old Utility Allowances are inadequate. The BHA will always revise its Utility Allowance for any and all utility categories if there has been a change of ten percent (10%) or more in the utility rate since the last Utility Allowance revision. The BHA may revise the utility allowances for any change in rate supported by data analysis. The Administrator or his or her designee will approve all adjustments to the Utility Allowance schedules. The BHA will retain the documentation utilized in the annual review for seven (7) years.

When there is a change in the utility allowance schedule the BHA may implement the revised utility allowance immediately (upon 30 days written notice), but no later than the next reexamination.

18.2.2 Analysis of Rental Opportunities

To provide assistance in further expanding housing opportunities for Voucher holders, the BHA may periodically analyze rental prices both within and outside of the City, especially in areas with relatively low poverty and low concentrations of assisted housing, to determine whether the current Payment Standards allow families to find housing in a broad variety of areas. The BHA may also seek general adjustments or neighborhood exceptions from HUD as appropriate.

18..2.3 Housing Assistance Payments Register Review

On a monthly basis the Administrator or his or her designee shall review the Housing Assistance Payments register to ensure that it is current and reflects changes in payment due to Owners of Units assisted under the Section 8 program.

18.2.4 Revising the Payment Standard; Affordability Adjustments

The Payment Standard established by the BHA shall not exceed the greater of 110% of the metropolitan area FMR or an exception Payment Standard as permitted or approved by HUD. The Payment Standard shall not be less than 90% of the metropolitan FMR.

The BHA may establish a payment standard in between 90 and 110% of the applicable metropolitan area FMR in each zip code within the BHA's administrative jurisdiction.

The BHA may utilize up 110% Small Area Fair Market (SAFMR) as an exception payment standard in a zip code after considering the local rental market.

When a New Payment Standard is Applied. The BHA will apply the Payment Standard that is effective on the date the initial Lease and HAP Contract are effective. If the Payment Standard has increased, the BHA will change a Family's Payment Standard at the first annual reexamination after the New Payment standard is effective. If the Payment standard has decreased the BHA will make no change to the Family's Payment Standard for the duration of the HAP contract, except when the Family has a change in voucher size, or a waiver is granted by HUD, then the BHA will give 30 days written notice of said change.

- (a) *The Review Process.* On a periodic basis, the BHA will review the Tenant Share of Rent for families subsidized under the Voucher program. If the rent burdens are determined to be high, the BHA may decide to adjust the Payment Standard upward. In no instance shall the Payment Standard be raised above 110% of the Fair Market Rents except for Reasonable Accommodation and exception Payment Standards.
- (b) In the case of a Reasonable Accommodation request by a Disabled Person for a Payment Standard of 120% of the Fair Market Rent, where the requisite verification of the disability or handicap and the higher Payment Standard would accommodate the disability or handicap, the BHA will seek HUD approval of a higher Payment Standard.
- (c) *Local Factors.* The BHA will take into consideration local factors when reviewing the applicable Payment Standards. Survey and research data will be utilized to review any overall increase in rental prices for the city and their effect on Voucher subsidy holders.

18.3 Omitted Intentionally

18.4 Periodic Review of Administration

The Leased Housing Division will periodically review its procedures and revise them as necessary to accomplish its goals more efficiently and effectively and to assure compliance with the requirements of the Section 8 Management Assessment Program ("SEMAP"), and applicable federal, State, and local laws. The review and revision of this Administrative Plan is an example of such an undertaking.

18.5 Administration of Vouchers in Accordance with HUD NOFA.

The BHA has the ability to administer new Section 8 set-asides in accordance with such criteria as listed in HUD Notices of Funding Availability ("NOFA"). The BHA will track/monitor any special set-asides in a manner consistent with the NOFAs and HUD requirements.

Chapter 19: Glossary

1937 Act - 1937 Act means the United States Housing Act of 11037 (42 U.S.C. § 1437 et seq.).

Absence – Means that no member of the Family is residing in the Unit.

Absorption - In Portability, the point at which a Receiving Housing Authority stops billing the Initial Housing Authority for assistance on behalf of a portable Family.

ACC reserve account (Project Account) - The account established and maintained in accordance with 24 C.F.R. § 882.403(b).

Adjusted Annual Income - Annual Income of all family members, as verified by the BHA, after deductions, exceptions and exclusions are made with respect to each of the members of the Family to determine initial and continued program eligibility.

Administrative Fee - Fee paid by HUD to the BHA for the administration of the program.

Administrative Plan - This plan that describes the BHA policies for the administration of the HCVP.

Administrator - The chief executive officer of the BHA.

Admission - The point when the Applicant Family becomes a Participant in the program. In a tenant-based program, the date used for this purpose is the effective dated of the first HAP Contract for a Family (first day of initial Lease term).

Adult - A Family Member who is 18 years or older, or who is the Head of the Household, or spouse, or Co-Head.

Agency Determination Form - The form used by the BHA to calculate the term of the Voucher and notify the Applicant or Participant of any Suspension period due to the submission of a RTA or and Extension granted by the BHA.

Agency Plan - The BHA Agency Plan is a comprehensive guide to BHA policies, programs, operations, and strategies for meeting local housing needs and goals. There are two parts to the BHA Plan: the Five-Year Plan, which the BHA submits to HUD once every fifth year, and the Annual Plan, which is submitted to HUD every year.

Agreement to enter into Housing Assistance Payments Contract (AHAP) - A written agreement between the Owner and the PHA that, upon satisfactory completion of the rehabilitation in accordance with requirements specified in the AHAP, the PHA will enter into a Housing Assistance Payments Contract with the Owner.

Annual Contributions Contract (ACC) - The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the HCVP, and the BHA agrees to comply with HUD requirements for the program.

Annual Income -

- (a) **Annual income** means all amounts, monetary or not, which:
- (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
 - (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
 - (3) Which are not specifically excluded in paragraph (c) of this definition.
 - (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.
- (b) **Annual income** includes, but is not limited to (See 24 C.F.R. § 5.609):
- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
 - (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
 - (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this definition. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
 - (4) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for

the delayed start of a periodic amount (except as provided in paragraph (c)(14) of this definition);

- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph (c)(3) of this definition);
 - (6) Welfare assistance payments.
 - (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
 - (A) Qualify as assistance under the TANF program definition at 45 C.F.R. § 260.31; and
 - (B) Are not otherwise excluded under paragraph (c) of this section.
 - (ii) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - (B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
 - (7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
 - (8) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in paragraph (c)(7) of this section)
- (c) Annual income does not include the following:
- (1) Income from employment of children (including foster children) under the age of 18 years;

- (2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a Live-In-Aide, as defined in section 5.4.2 of this Administrative Plan;
- (6) The full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8)
 - (i) Amounts received under training programs funded by HUD;
 - (ii) Amounts received by a person with a disability 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 which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or Owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

- (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;
 - (9) Temporary, nonrecurring or sporadic income (including gifts);
 - (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 - (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
 - (12) Adoption assistance payments in excess of \$480 per adopted child;
 - (13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
 - (14) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
 - (15) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
 - (16) 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 any program to which the exclusions set forth in 24 C.F.R. § 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing Owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
- (d) Annualization of income. If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

Apartment - Residential space for the private use of a Family. Also referred to as a Unit.

Applicant (Applicant Family) - A Family that has applied for Admission to a program but is not yet a Participant.

Appointment – the use of “appointment” in this Plan may mean: a telephone call, a written exchange (e.g. email), a virtual meeting or an in person meeting.

Assets - Assets generally means cash which is accessible to a person including: checking and savings accounts, stocks, bonds, equity in real property, and the cash value of tangible personal property such as furniture, automobiles and household effects. (Certain types of tangible personal property are included, such as coin collections or jewelry, but essential tangible personal property reasonably necessary for everyday living, such as furniture and automobiles are not included. For included real or personal property holdings, the value of the asset is the cash amount that would remain if the resident converted the asset to cash and deducted any outstanding mortgages, liens or selling expenses.)²⁴

Assisted Lease (Lease) - A written agreement between an Owner and a Family for the leasing of a dwelling Unit to the Family. The Lease establishes the conditions for occupancy of the dwelling Unit by a Family with Housing Assistance Payments under a HAP Contract between the Owner and the housing authority.

Area Median Income (AMI) - The median income of the greater Boston area as determined by HUD.

Base Rent - The base rent is calculated using the rent charged for the Unit or the estimated costs to the Owner of owning, managing and maintaining the rehabilitated unit.

Bedroom Size – See Unit Size.

Child - For purposes of Citizenship regulations, a member of the Family other than the Family head or spouse who is under 18 years of age.

Child Care Expenses - Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to actively seek employment, be gainfully employed, or to further his or her education, and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen - A Citizen or National of the United States.

Co-Head of Household - A person who, with the Head of Household, assumes the responsibility and accountability for the Family and signs the Lease. The Co-Head of

²⁴ For more guidance on assets see HUD Handbook 4350.3, REV-1

Household is equal to and has the same rights and responsibilities as the Head of Household.

Congregate housing - Housing for Elderly or persons with disabilities that meets the HQS for congregate housing.

Consent Form - Any Consent form approved by HUD to be signed by assistance Applicants and Participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The Consent forms may authorize the collection of other information from assistance Applicants or Participant to determine eligibility or level of benefits.

Continuously Assisted - An Applicant is Continuously Assisted under the 1937 Housing Act if the Family is already receiving assistance under any 1937 Housing Act program when the becomes a Participant in the HCVP or any subprogram of the HCVP including the PBV program. Brief interruptions in assistance caused by transitioning from one form of assistance under one 1937 Act program to another will not be considered to break the continuity of assistance where the reason for the transition was through no fault of the family, including but not limited to, the expiration of a HAP Contract for a project-based development or termination of a HAP Contract for Owner breach or other extenuating circumstances.

Contract - See definition of Housing Assistance Payments Contract.

Contract Rent - The monthly rent payable to the Owner under the Lease and any amendments. The Contract Rent covers payment for any housing services, maintenance, and utilities that the Owner is required to provide and pay for.

Cooperative - Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular Apartment, and to participate in management of the housing.

Cooperative Member - A family of which one or more members owns Membership Shares in a Cooperative.

Covered Person – A Tenant, any member of the Tenant's household, a guest or another person under the Tenant's control.

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 based on a consideration of the following factors:
 - (1) The length of the relationship;
 - (2) The type of the relationship; and

- (3) The frequency of interaction between the persons involved in the relationship.

Dependent - A member of the Family (except foster children and foster adults) other than the Head of Household, Co-Head of Household, spouse, or Emancipated Minor who is under 18 years of age, or is a Disabled Person, or is a Full-time student.

Disabled Family - A Family whose head, spouse, or sole member is a Disabled Person; or two or more Disabled Persons living together; or one or more Disabled Persons living with one or more Live-In-Aides

Disabled Person - For program eligibility, a person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. § 423).

For Eligibility in Federally-Assisted Housing – A person who:

- (i) Has a disability defined as an 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 a person who has attained the age of 55 and is blind, the 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 or she has previously engaged with some regularity and over a substantial period of time, or
- (ii) Has a physical, mental, or emotional impairment which is expected to be of long-continued and indefinite duration, which substantially impedes his or her ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions, or
- (iii) Has a developmental disability which is a severe, chronic disability of an individual 5 years or older which is attributable to a mental or physical impairment or combination of impairments and which is manifested before the age of 22 and is likely to continue indefinitely and which 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 which reflects the individual's need for assistance that is lifelong or of extended duration and is individually planned and coordinated. Such term shall not exclude persons who have the disease acquired immunodeficiency syndrome ("AIDS") or any conditions arising from the etiologic agent for AIDS.

For all purposes other than Eligibility, a person with a physical or mental impairment which substantially limits one or more life activities, or has a record of such impairment, or is regarded as having such an impairment.

- *No individual shall be considered a person with a disability solely because of drug or alcohol dependence.*

Displaced Person - A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.” See also 24 C.F.R. § 5.403’s definition of “displaced family.”

Domestic Violence – Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the Massachusetts or 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 the jurisdiction. The BHA will form its Domestic Violence policies in accordance with federal, State and local laws.

Domestic Violence (for Priority Determination) - Continuing actual or threatened physical violence (including sexual abuse) directed against one or more of the Household Members by another Household Member or by a non-Household Member.

Domicile - The legal residence of the Family as determined in accordance with State and local law.

Drug – A controlled substance as defined in § 102 of the Controlled Substances Act (21 U.S.C. § 802).

Drug Related Criminal Activity - Illegal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Earned Income – Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in kind benefits.

Elderly Person - A person who is at least sixty-two (62) years of age.

Eligible Non-Citizen Status - The admittance of a Non-Citizen to the United States under one of the following categories:

- (1) A Non-Citizen lawfully admitted for permanent residence as an immigrant as defined by sections 101(a)(15) and 101(a)(20) of the Immigration and Nationality Act (8 U.S.C. § 1101(a)(15) and 8 U.S.C. § 1101(a)(20)), excluding, among others, Non-Citizen visitors, tourists, diplomats, and students who enter the United States temporarily with no intention of abandoning their residence in a foreign country;
- (2) A Non-Citizen who entered the United States prior to June 30, 1948, or such subsequent date as is enacted by law, has continuously maintained his or her residence in the United States since then, and is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent

residence as a result of an exercise of discretion by the Attorney General pursuant to section 249 of the Immigration and Nationality Act (8 U.S.C. § 1259) [8 U.S.C. § 1259];

- (3) A Non-Citizen who is lawfully present in the United States pursuant to an Admission under section 207 of the Immigration and Nationality Act (8 U.S.C. § 1157) or pursuant to the granting of asylum (which has not been terminated) under section 208 of such Act (8 U.S.C. § 1158);
- (4) A Non-Citizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest pursuant to Section 212(d)(5) of the Immigration and Nationality Act (8 U.S.C. § 1182(d)(5))
- (5) A Non-Citizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation pursuant to section 243 (h) of the Immigration and Nationality Act (8 U.S.C. § 1253(h));
- (6) A Non-Citizen lawfully admitted for temporary or permanent residence under section 245A of the Immigration and Nationality Act (8 U.S.C. § 1255a).

Emancipated Minor - Minor (under 18 years old) with a child who has otherwise established him/herself as a non-Dependent individual.

Extremely Low-Income Families - low income families whose incomes does not exceed the higher of thirty percent (30%) of the area median income or the federal poverty level.

Fair Housing Act - Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. § 3601 et seq.).

Fair Market Rent (FMR) - The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family - includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (1) A single person²⁵, who may be:

²⁵ Single persons include: a single man/woman; a single woman who is pregnant at the time of admission; a single person who has secured, or is in the process of securing the custody of any individual(s) below the age of 18; an elderly person; a person with a disability or handicap; a displaced person; or a single person who is not elderly, disabled, handicapped or displaced each as defined Chapter 19 of this policy.

(i) An elderly person, displaced person, disabled person, near-elderly person, or any other single person;

(ii) An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act ([42 U.S.C. 675\(5\)\(H\)](#)), and is homeless or is at risk of becoming homeless at age 16 or older; or

(2) A group of persons residing together, and such group includes, but is not limited to:

(i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

(ii) An elderly family;

(iii) A near-elderly family;

(iv) A disabled family;

(v) A displaced family; and

(vi) The remaining member of a tenant family.²⁶

Family Break-Up - A Family Break-Up occurs when there one or more adult Household Members will no longer reside together and there is a dispute as to whom the subsidy will remain with. A Family Break-Up situation may often occur in instances including but not limited to: divorce, separation, or protective order. When a Family Break-Up occurs, the HCVP assistance does not necessarily remain with the Head of Household. Any adult Household Member, Emancipated Minor, or adult assuming responsibility for one or more minor family members could retain the HCVP Assistance.

Family Composition – See Household.

Family Self-Sufficiency Program (FSS Program) - The program established by the BHA to promote self-sufficiency or assisted families, including the coordination of supportive services (42 U.S.C. § 1437u).

FSS Contract - The FSS Contract includes the effective date, term, responsibilities of the Family and BHA and provisions for establishing an escrow account.

FSS Coordinator - The BHA employee that oversees Participants in the FSS program.

²⁶ Live in Aides do not have rights of tenancy, nor can they be considered the remaining member of a resident household unless they are found to be a licensed Live in Aide and select one of the options in Chapter 5, Section 5.4.2(g), see also 24 C.F.R 5.403

Family Share - The portion of rent and utilities paid by the Family or the Gross rent minus the amount of the Housing Assistance Payment.

Family Unit Size - The appropriate number of bedrooms for a Family as determined by the housing authority under the BHA's Subsidy Standards.

Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution shall include but not be limited to: college, university, secondary school, vocational school, or trade school.

Good Cause - A set of standards used by the Authority to determine the need for and special offer of housing in order to avoid a verifiable hardship. The basis for the special offer must be reliably documented and cannot result in discrimination on the basis of race, color, sex, sexual orientation, ethnicity, religion or national origin or handicap or disability.

Good Cause Rejection – A family may reject an offer of housing for good cause. Good cause rejection may be based upon a determination by the family that the unit is not accessible to a household member with a disability or otherwise does not meet the member's disability related needs; the unit has HQS deficiencies; the family is unable to accept the offer due to circumstances beyond the family's control (such as hospitalization, temporary economic hardship or natural disaster) and the family determines the unit presents a health and safety risk to the household member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

Gross Rent - The sum of the rent to the Owner plus any utility allowances.

Group Home - A dwelling Unit that is licensed by a State as a Group Home for the exclusive residential use of two to twelve persons who are Elderly or persons with disabilities (including any PCA).

Head of Household - The Family member who assumes the responsibility and accountability for the Household and signs the Lease.

Health and medical care expenses – Health and medical care expenses are any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long term care premiums that are paid or anticipated during the period for which annual income is computed.

Home - In the homeownership option: A dwelling Unit for which the BHA pays homeownership assistance.

Homeless - A Household lacks a fixed, regular and adequate nighttime habitation OR the primary nighttime dwelling is one of the following:

- (a) A supervised public or private shelter designed to provide temporary living accommodations (includes welfare hotels, congregate shelters and transitional housing);

- (b) A public or private place not designed for, or ordinarily used as, a regular sleeping place for human beings.

Homeowner - In the homeownership option: A Family of which one or more members own title to the Home.

Homeownership Expenses - In the homeownership option: A Household's allowable monthly expenses for the home, as determined by the PHA in accordance with HUD requirements.

Homeownership Option - Assistance for a Homeowner or Cooperative Member under 24 C.F.R. § 982.625 to 24 C.F.R. § 982.641.

Household (Family Composition) - All persons residing in an Apartment who are listed on the HUD 50058 as Household Members. The Household may include an approved PCA, who resides in the Apartment.

Household Member - A person residing in an Apartment who is listed on the HUD 50058 form as a Household Member. A Household Member may be an approved PCA who resides in the Apartment. Household Members are listed on the HUD-50058.

Housing Assistance Payment (HAP) - The monthly assistance by the BHA or another housing authority paid to the Owner in accordance with the HAP Contract.

HAP Contract - The contract that governs the monthly assistance paid by the BHA to the Owner.

Housing Quality Standards (HQS) - The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing Choice Voucher - A document issued by the BHA to an eligible Applicant selected for admission to the HCVP or issued to a Participant during a relocation process. This document describes the program what the eligible Applicant must do to Lease an Apartment. The Voucher also states the obligations of the Family under the program. No Housing Choice Voucher will be effective for more than 120 days.

Housing Choice Voucher Holder - An Applicant or Participant Family that has an unexpired Housing Choice Voucher.

Housing Choice Voucher Program (HCVP) - The program that HUD pays rental subsidies so eligible families can afford decent, safe, and sanitary housing.

HUD (U.S. Department of Housing & Urban Development) - The federal department responsible for the Section 8 and public housing program as provided for in the 1937 Housing Act.

Immediate Family Member (for definition of Stalking) – A person who is:

- (a) A spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

- (b) Any other person living in the household of that person and related to that person by blood or marriage.

Imputed Welfare Income - The amount of Annual Income not actually received by a Family, as a result of a specified welfare benefit reduction, that is nonetheless included in the Family's Annual Income for the purposes of determining rent.

Individual Training and Service Plan (IT&SP) - The FSS Coordinator uses the needs assessment to develop an Individual Training and Service Plan (IT&SP) for the tenant. This IT&SP breaks the large goal of self-sufficiency into smaller interim goals and outlines the activities and services necessary, along with an estimated time frame to achieve FSS program goals.

Initial Housing Authority - In Portability both: (1) a housing authority that originally selected a Family that later decides to move out of the Jurisdiction of the selecting housing authority, and (2) a housing authority that absorbed a Family that later decides to move out of the Jurisdiction of the absorbing housing authority.

Initial Payment Standard - The Payment Standard at the beginning of the HAP Contract term.

Initial Rent to Owner - The Rent to Owner at the beginning of the initial Lease term.

In-place Tenants - Tenants living on a rehabilitated property at the time the HAP Contract is executed between the BHA and the Owner.

Interest in the Home - In the homeownership option:

- (1) In the case of assistance for a homeowner, "Interest in the Home" includes title to the home, any Lease or other right to occupy the home, or any other present Interest in the Home.
- (2) In the case of assistance for a Cooperative Member, "Interest in the Home" includes ownership of Membership Shares in the Cooperative, any Lease or other right to occupy the home, or any other present Interest in the Home.

Interim Recertification - A reexamination of a Participant's income, expenses, and Family Composition conducted between the annual re-certifications when a change in a Family's circumstances warrant such a reexamination.

Jurisdiction - The area in which the BHA has authority under State and local law to administer the program. Under Massachusetts Law the BHA Jurisdiction is anywhere within the Commonwealth of Massachusetts.

Lease - A written agreement between the Apartment Owner and the Head or Co-Head of Household for the occupancy of the Apartment.

Leased Housing Division - The division within BHA that is responsible for the administration of the Section 8 Programs and other various subsidized housing programs.

Leasing Officer - The employee of the BHA that assists the Participant with continued eligibility and participation in the Section 8 program.

Live-in Aide - a person who:

- (i) Is determined by BHA based upon medical documentation from a Qualified Healthcare Provider to be essential to the care and wellbeing of an Elderly or Disabled Person or persons; **AND**
- (ii) Is not obligated to support the Elderly or Disabled Person or persons; **AND**
- (iii) Would not be living in the Apartment except to provide the necessary supportive care; **AND**
- (v) Has no right to the Apartment as a Residual Tenant except as provided in section 8.9, **AND**
- (vi) Does not have his/her income included in the Elderly or Disabled Participant's Household for the purposes of determining total Family income and rent except as provided in section 8.9.

Lower Income Families – Families with incomes between 51 percent and 80 percent of the median income.

Low-Income Household - A Household whose Annual Income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families. [1937 Act]

Manufactured Home - A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufactured Home Space - A space Leased by an Owner to a Family. A Manufactured Home owned and occupied by the Family is located on the space.

Medical Expenses - Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Membership Shares - In the homeownership option: shares in a Cooperative. By owning such Cooperative shares, the share-owner has the right to reside in a particular Unit in the Cooperative, and the right to participate in management of the housing.

Minor - A member of the family, other than the head or spouse who is under 18 years of age.

Mitigating Circumstances - Circumstances which would tend to lessen the negative impact of unsuitable behavior and which may overcome or outweigh negative information gathered in the Admissions or Termination process about the Applicant/Participant.

Mixed Family - A Family whose members include those with citizenship or Eligible Non-Citizen Status, and those without citizenship or Eligible Non-Citizen Status.

Moderate Rehabilitation – Section 8 Housing Program which requires rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- (1) Upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or
- (2) Repair or replace major building systems or components in danger of failure.

Monthly Adjusted Income - One twelfth of Adjusted Income Annual.

Monthly Income - One twelfth of Annual Income.

Mutual Housing - included in the definition of "Cooperative."

National - A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-Elderly Family - A Family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more Live-In-Aides.

Non-Citizen - A person who is neither a Citizen nor National of the United States.

Notice Of Funding Availability (NOFA) - For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

Other Person Under the Tenant's Control - A person who, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the Tenant or other member of the household who has express or implied authority to so consent on behalf of the Tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the Tenant's control.

Overcrowded – A condition of occupancy where given its bedroom size and applicable HQS standards, too many people reside in an Apartment.

Owner – Any person or entity, including a Cooperative, having the legal right to Lease or Sub-lease existing housing.

Participant (Participant Family) – A Family that has been admitted to the housing authority's program and is currently assisted in the program. A Participant will also include those persons which the BHA has an obligation to offer Continued Assistance. The Family becomes a Participant on the effective date of the first HAP Contract executed by the housing authority for the Family (first day of initial Lease).

A Participant who has not violated any rules of the Section 8 program in the prior year is a Participant in good standing. If a Participant has violated Section 8 program rules but the violation has been resolved by agreement between the Participant and the BHA or another PHA, and, if applicable, the Participant has honored the terms of the agreement for the prior year, then the Participant is in good standing. If a determination is pending, the Participant will be considered “in good standing” pending the final decision or resolution of any pending proposed violation of Section 8 program rules and obligations.

Payment Standard – The maximum monthly assistance payment for a Family before deducting the Total Tenant Payment by a Family. For a Voucher tenancy, the housing authority sets a Payment Standard in the range from 90% to 110% of the current FMR or at any exception Payment Standard amount approved by HUD.

Perpetrator – A person who commits an act of Domestic Violence, Dating Violence Stalking, or Sexual Assault against a victim.

Personal Care Attendant (PCA) – See Live-In-Aide :

Portability - Renting a dwelling Unit with Section 8 tenant-based assistance outside the Jurisdiction of the Initial Housing Authority.

Preference - The BHA gives preference to an Applicant on the waiting list if they qualify for one of the Preference categories listed below. See section 3.3.6. Preference points are cumulative and are added to the Applicant's Priority points (if any) to determine an Applicant's position on each BHA waiting list. An Applicant may qualify for more than one Preference at a time. Specific Preference definitions and point information can be found in section 3.3.6 of this Administrative Plan.

Premises - The building or complex in which the dwelling Unit is located, including common areas and grounds.

Present Ownership Interest - In the homeownership option: “Present Ownership option” in a residence includes title, in whole or in part, to a residence, or ownership, in whole or in part, of Membership Shares in a Cooperative. “Present Ownership Interest” in a residence does not include the right to purchase title to the residence under a Lease-purchase agreement.

Priority - Priority is a housing-related situation that affects an Applicant's present residential status. The BHA gives points to an Applicant with a Priority that ranks an Applicant higher on each waiting list than an Applicant without Priority. An Applicant can qualify for only one Priority at any given time. Certain Priorities are given more points than others are. An Applicant will always be assigned to the highest Priority for which they qualify.

Private Space - In Shared Housing: The portion of a contract Unit that is for the exclusive use of an assisted Family.

Proration of Assistance - The reduction in a Family's Housing Assistance Payment to reflect the proportion of the Household Members in a Mixed Family who are eligible for assistance.

Project (PBV) – a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land. **“Contiguous” in this definition includes “adjacent to” as well as touching along a boundary or point.**

Public Housing Agency (PHA) - A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Qualifying Family - An Elderly or Disabled family; or a Family receiving supportive services. To qualify, a Family must have at least one member receiving at least one qualifying supportive service. The BHA may not require participation in medical or disability-related services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted Unit, although such services may be offered. If a family at the time of initial tenancy is receiving, and while the resident of an excepted Unit has received, FSS supportive services or any other supportive services as defined in the Administrative Plan, and successfully completes the FSS contract of participation or the supportive services requirement, the Unit continues to count as an excepted Unit for as long as the family resides in the Unit. If a Family in an excepted Unit fails without good cause to complete its FSS contract of participation or if the family fails to complete the supportive services requirement as outlined in the PHA administrative plan, the PHA will take the actions provided under 24 C.F.R. § 983.261(d), and the Owner may terminate the Lease in accordance with § 983.257(c).

Qualified Healthcare Provider - A medical or rehabilitation professional or expert, **OR** non-medical service agency whose function is to provide services to the disabled.

Rapid Re-Housing Assistance – The provision of housing relocation and stabilization services and short and/or medium term rental assistance (not to exceed thirty (30) months) as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

Reasonable Accommodation - A change or modification to BHA rules, policies, practices, or services when such a change is reasonable and necessary because of a person's disability, and provided that the change does not pose an undue financial or administrative burden, or result in a fundamental Alteration of BHA policies.

Reasonable Modification - A change to the public or common use areas of a building or any change to a dwelling Unit when such a change may be necessary to afford the Disabled person full enjoyment of the premises occupied and is made at the expense of the Disabled Person. See 24 C.F.R. § 100.203.

Reasonable Rent - A Rent to Owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted Unit in the premises.

Receiving Housing Authority - In Portability, a housing authority that receives a Family selected for participation in the tenant-based program of another housing authority. The Receiving Housing Authority issues a Voucher, and provides program assistance to the Family.

Recertification - A reexamination of a Participant Family's income, expenses, and Family Composition to determine the Tenant Share of Rent for the following twelve (12) months.

Remaining Member of a Tenant Family - A Household Member listed on the Lease who continues to live in the assisted Unit after the Head of the Household has left.

Rent to Owner - See Contract Rent

Repayment Agreement - (24 C.F.R. 792.103) –Repayment agreement means a formal document signed by a tenant or owner and provided to a PHA which a tenant or owner acknowledges a debt in a specific amount, and agrees to repay the amount due at specific time period(s).

Residual Tenancy Applicant - An existing Household Member, (except a Live-in-Aide), or an adult (if all other Household Members in the Apartment are Minors or incapacitated adults), willing to assume guardianship where appropriate of an Apartment where the Head and Co-Head of Household vacates or becomes incapacitated.

Residual Tenant - A remaining Household Member, (except a Live-in-Aide), or an adult (if all other Household Members in the Apartment are Minors or incapacitated adults) who has been approved under this Administrative Plan to remain a BHA resident.

Section 8 – Refers to Section 8 of the United State Housing Act of 1937 (42 U.S.C. § 1437f) and its associated programs, such as the Housing Choice Voucher Program and Moderate Rehabilitation Program.

Shared Housing - A Unit occupied by two or more families. The Unit consists of both Common space for shared use by the occupants of the Unit and separate Private Space for each assisted Family.

Single Person - Someone living alone or intending to live alone who does not qualify as an Elderly Person, a Disabled Person, a displaced person, or the Remaining Member of a Tenant Family.

Single Room Occupancy Housing (SRO) - A Unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special Admission - Admission of an Applicant that is not on the housing authority waiting list, or without considering the Applicant's waiting list position.

Special Housing Types - Housing that includes: SRO housing, Congregate housing, Group Homes, Shared Housing, Cooperatives (including Mutual Housing), and Manufactured Homes (including manufactured home space rental).

Stalking – Means:

- (a) To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (b) In the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to:
 - (i) That person;
 - (ii) A member of the immediate family of that person; or
 - (iii) The spouse or intimate partner of that person.

Statement of Homeowner Obligations - In the homeownership option: The Household's agreement to comply with program obligations.

Statement of Family Responsibility – In the Moderate Rehabilitation Program, an agreement in the form prescribed by HUD, between the PHA and a Family to be assisted under the Program, stating the obligations and responsibilities of the Family.

State Wage Information Collection Agency (SWICA) - The State agency receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy Standards - Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension - Stopping the clock on the term of a Household's Voucher, for such period as determined by the housing authority, from the time when the Household submits a request for tenancy approval to Lease a Unit, until the time when the housing authority approves or denies the request, and upon BHA approval based on other extenuating circumstances. Also referred to as Tolling.

Tenant - The person or persons (other than a PCA) who execute(s) the Lease as lessee of the dwelling Unit.

Temporary Housing /Temporarily Housed - a person or family shall be considered temporarily housed if he/she has not entered into a tenancy. For this purpose a tenancy will be taken to mean an agreement (written or verbal) by which an individual or family occupies the real property (house or apartment) of another with permission and subject to a rental fee."

Tenant Share of Rent (Household Rent to Owner) - In the Voucher program, the portion of the monthly Rent to Owner paid by the Household. For calculation of Rent to Owner see 24 C.F.R. § 982.515(b).

Third-Party Verification - Oral or written confirmation of a Applicant/Participant's income, expenses, or Family Composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling - See Suspension

Total Tenant Payment (TTP) - Total Tenant Payment is the amount calculated under Section 3(a)(1) of the 1937 Act, which is the higher of: 30% of the Family's Monthly Adjusted Income; 10% of the Family's Monthly Income; Minimum rent; or if the Family is receiving payments for Welfare Assistance from a public agency and a part of such payments, adjusted in accordance with the Family's actual housing costs, is specifically designated by such an agency to meet the Family's housing cost, the portion of such payments which is so designated.

Transitional Housing Assistance- (as defined by HUD) means a project that has as its purpose facilitating the movement of homeless individuals and families to permanent housing within a reasonable amount of time (usually 24 months),. Transitional housing includes housing primarily designed to serve deinstitutionalized homeless individuals and other homeless individuals with mental or physical disabilities and homeless families with children.

Underoccupied - A condition of occupancy where given its bedroom size too few people reside in an Apartment.

Unearned Income – Any annual income, as calculated under §5.609, that is not earned income.

Unit - See Apartment

United States Department of Housing & Urban Development (HUD) - The federal department responsible for the Section 8 and public housing program as provided for in the 11037 Housing Act.

Use – For the purposes of drug related criminal activity, use will include simple possession of an illegal substance as defined by federal and or state law.

Utility Allowance - If the cost of utilities (except telephone) and other housing services for an assisted Unit is not included in the tenant rent but is the responsibility of the Family occupying the Unit, an amount equal to the estimate made of approved by a housing authority or HUD of the monthly cost of a reasonable consumption of such utilities and other such services for the Unit by an energy-conservative Family of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment.

Utility Reimbursement - The amount, if any, by which the Utility Allowance for the Unit, if applicable, exceeds the Total Tenant Payment for the Family occupying the unit

Verification - The process of obtaining statements from individuals whom can attest to the accuracy of the amounts of income, expenses, or Family Composition (e.g., employers, public assistance agency staff, doctors).

Very Low-Income Families - Low-income families whose incomes do not exceed 50% of the median Family income for the area, as determined by the Secretary with adjustments for smaller and larger Families.

Veteran - The word “Veteran” as used in this Administrative Plan shall include the spouse, surviving spouse, dependent, parent or Child of a Veteran and the divorced spouse of a Veteran who is the legal guardian of a Child of a Veteran.

Visitor/ Guest Policy- Participants are allowed to have guests and other temporary visitors. However, the leased premises may not be occupied for more than fourteen (14) cumulative days, or as prescribed in the lease agreement, by any one visitor/guest in a calendar year without prior permission from both the BHA and the Owner.

Violent Criminal Activity - Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause or be reasonably likely to cause serious bodily injury or property damage.

Voucher - See Housing Choice Voucher.

Voucher Holder - A Family holding a Voucher with unexpired search time.

Voucher Size – See Family Unit Size.

Welfare Assistance - Welfare or other payments to Families or individuals, based on need, that are distributed through programs funded by Federal, State or local governments. See 24 C.F.R. § 5.603(d).

Summary of Changes to the Administrative Plan

Effective Date **8/1/2025**

Edit: Updates to the Table of Contents

Edit: 3.2.5(6)- **Withdrawal of an Application from Waiting Lists** – under HOTMA added new language to include “project’s waiting list connected to the family’s rejection of the of the without good cause or the owner’s rejection of the family. The family’s position on any other project-specific PBV waiting list is not affected”

Edit 5.2.1- Updated Definition of “Family” per HOTMA

Edit: 8.2.1(b)- **Mandatory Redetermination** – revised to update language changing the percent amount from 5% to 10%. “If there is a ten percent (10%) decrease in the published Fair Market Rent (FMR) in effect sixty (60) days before the anniversary of the HAP Contract (for the Unit size rented by the Family) as compared with the FMR in effect one year before the HAP Contract anniversary”

Edit: 11.1.1(d) - **Circumstances Requiring an Interim Recertification** – updated language to include clarification that if verification documents are not provided within the specified timeframe, no retroactive adjustments will be made.

Added: 14.1.6(A) - **Identifying Eligible Family Unification Program Families** – added new language to include updates on Initial Search Term and Extension of Voucher Term. The initial search term has an initial term of 120 days. Each extension must be for a minimum of 90 days, the BHA must approve the first extension request, regardless of how the request is made (written or oral) or when it is made, as long as the request is made on or before the term expiration date, and the BHA must, on at least one occasion after voucher issuance, notify the applicant prior to the initial term expiration, to remind them of about the term expiration date and the process for requesting an extension of the initial term, and to inquire if the applicant is in need of assistance with their housing search.

Edit: 15.2.1(b)(1) - **How to Qualify for Homeownership Assistance**-removed the above 50% median income requirement.

Edit: 15.2.3 - **Minimum Income Requirement** - removed the above 50% median income requirement.

Added: 16.2.8 (d) - **BHA-owned Units** – added language to include “Approval of Substantial Improvement of PHA PBVs under HAP. In the case of PHA-owned units, the owner must submit the Development Activity certification Form and any additional evidence as requested to the PHA certifying that all development activity and or substantial improvement has been completed in accordance with all applicable HUD regulations and

applicable requirements within sixty (60) days of completion. The PHA will submit the certification and evidence to the independent entity. The Independent entity must review the evidence to determine whether the development activity or substantial improvement was completed in accordance with the applicable requirements.

Added: 16.5.1(a)(3)(i)- How Participants are Selected - added language to include that the BHA may allow projects that have an MOU with the City of Boston consistent with the BHA Homeless Service Organization preference (“HSO”) for applicant referrals from the Coordinated Access System (“CAS”) to operate Owner maintained waiting lists at those sites. The BHA has approved the 900 Morrissey to maintain their own waiting list- see Attachment C to this Plan. BHA will maintain all oversight of Section 8 eligibility screening and lease up process.

Edit: 16.5.1(a)(4) - under HOTMA added new language to include “project’s waiting list connected to the family’s rejection of the of the without good cause or the owner’s rejection of the family. The family’s position on any other project-specific PBV waiting list is not affected”

Added: Chapter 19: Glossary – added new language to define “Good Cause Rejection”.

Edit: Chapter 19: Glossary – added new language to define “Project (PBV).”

Added: Chapter 19 Glossary- added new language to define “Earned Income”

Edit: Chapter 19 Glossary- added new language to define “Family”

Edit: Chapter 19 Glossary- added new language to define “Minor”

Added: Chapter 19 Glossary- added new language to define “Unearned Income”

Added: Chapter 19 Glossary- added new language to define “Health and Medical Care Expenses”

**Certification of Compliance with PHA Plan
and Related Regulations
(Standard, Troubled, HCV-Only, and High
Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 09/30/2027

**PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations
including PHA Plan Elements that Have Changed**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 04/2025, in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair

housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.

8. For PHA Plans that include a policy for site-based waiting lists:

- The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);
- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
- Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
- The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
- The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).

9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.

10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.

11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.

12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.

16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.

17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.

18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.

19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.

20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Boston Housing Authority**MA002**

PHA Name

PHA Number/HA Code

X Annual PHA Plan for Fiscal Year **2025** Amendment #1 5-Year PHA Plan for Fiscal Years 20 - 20

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Executive Director DR Priscilla Bok	Name Board Chairman Not Applicable
Signature  Date 8/20/25	Signature _____ Date _____

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Form identification: MA002-Boston Housing Authority form HUD-50077-ST-HCV-HP (Form ID - 1604) for CY 2025 printed by John Kane in HUD Secure Systems/Public Housing Portal at 08/18/2025 05:25PM EST

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan (All PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0226 Expires 09/30/2027

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Michelle Wu, the Mayor certify that the 5-Year PHA Plan for fiscal years 2025-2029 and/or Annual PHA Plan for fiscal year 2025 of the MA002 - Boston Housing Authority is consistent with the Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the City of Boston pursuant to 24 CFR Part 91 and 24 CFR § 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The BHA Annual Plan Amendment #1 for fiscal year 2025 is consistent with the City of Boston Consolidated Plan and AI in that both aim to preserve affordable housing for all residents but especially low income residents while addressing impediments to fair housing choice. The City of Boston and BHA continue collaborating under the most recent vision to address housing needs of Boston known as Housing a Changing City of Boston 2030.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official:	Michelle Wu	Title:	Mayor
Signature: 	Date: 8/20/2025		

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Form identification: MA002-Boston Housing Authority form HUD-50077-SL (Form ID - 5297) printed by John Kane in HUD Secure Systems/Public Housing Portal at 08/18/2025 05:21PM EST

Comments and Responses to the BHA Federal Annual Plan Amendment 1 (April 2025 through March 2026).

The following document contains the comments and responses received on the BHA's Federal FY 2025 Annual Plan Amendment 1. BHA staff met with the Resident Advisory Board in July discussing the Amendment process and documents and sent copies of the Plans to the RAB. The Amendment was put out for public comment on July 7, 2025 and the comment period closed on August 21, 2025 with a virtual public hearing held on zoom August 18, 2025 at 6 pm.

The BHA placed an advertisement in the Boston Globe to notify the public of the Amendment and the opportunity to comment. The BHA also emailed people who signed up on the website to be contacted whenever BHA undergoes a Public Review. The Plan was made available for review at BHA's headquarters at 52 Chauncy St., and on its website www.bostonhousing.org.

Many comments are specific to Plan attachments Admissions and Continued Occupancy Policy (ACOP), and the Leased Housing Administrative Plan (Admin Plan).

ACOP

Comment: Edited 4.2.3 (p. 19). This appears to provide, for applicants on federal waiting lists who have not timely responded to an update letter, for a limited opportunity for reinstatement if they do respond within 10 days after the normal response period elapses. This is helpful and should lessen burdens for both BHA staff and applicants. However, it may be helpful to spell out exactly how this happens. For example, normally if the applicant didn't respond within the update period, the applicant would then receive a notice of withdrawal accompanied by notice of the right to seek informal review. Presumably that notice would also advise the person that, in addition, if they respond to the update within 10 days of this withdrawal/right to review letter, BHA will simply reinstate and there will be no need for an informal review hearing. If this is not how this will work, please spell this out. It should be noted that, consistent with HUD regulations, reinstatement after the 10-day period may also be available as a reasonable accommodation if the failure to timely respond was related to a disability (for example, the applicant was hospitalized during the period to respond, or had cognitive barriers which interfered with the ability to timely respond but systems are now in place to permit timely response (such as involvement of a third party with notice).

Response: Thank you for your comment. Upon the applicant contacting Department of Grievance Appeals for a hearing within the 10-day period Department of Grievance Appeals remands the case to the admission department. The admission team will then reinstate the applicant and contact the household to continue the screening process.

Comment: Edited 9.2.6 (p. 98). The prior system for the effective date for interim public housing recertifications for decreases in income/rent provided that if a change was reported in the first 15 days of the month, the change would be effective for that month, and if it was reported after the 15th, it would be effective the next month. BHA's revised procedure follows what it does for Leased Housing participants, and the example makes clear how it works. The effective date is based on the income change date, and not the reporting date, as long as it is reported within 30 days of the change, and is effective the month after the income change. If, however, the income change was not reported within 30 days, then the effective date would be the first month after the date of report. So, if income decreased in late April, but was reported in mid-May, the change would be effective as of May. While there are a few instances where the prior ACOP policy might be more favorable to the tenant (for example tenant both had the income loss in early April and reported it then, under the old policy, the decrease would be effective in April, but the new policy would have it be effective for May), on balance the pro's likely outweigh the cons. BHA should review the lease and other procedures to make sure no other revisions are necessary to make this change.

Response: Thank you for your comment. BHA will review the lease to ensure that no other revisions are necessary to implement this change.

Comment: As noted in the comments above regarding parallel Admin Plan revisions, there may be some instances where outright denial of the right to get retroactive adjustment due to lack of timely verification doesn't make sense, and BHA should have this as a "may" rather than a "must" and retain case by case discretion. This would include cases where it is not within the tenant's control to get in the needed materials because a third-party has failed to respond, as well as circumstances where timely response is affected by disability, a domestic violence situation, or the need for a person of limited English proficiency to get appropriate language assistance.

Response: Thank you for your comment. The BHA will always consider cases involving Reasonable Accommodation or Domestic Violence cases as exceptions to its policy and have the ability to exercise discretion.

Comment: Edited 9.2.8(b) (p. 99). Since the ACOP is not in redlined form, I am not sure what precise changes were made here from the prior draft, but generally speaking what's described here makes sense—i.e., that federal public housing tenants are automatically defaulted to whichever rent selection method (income-based or flat rent) results in a lower figure, but they are notified of the right to request shifting to the higher figure within 20 days if that is their preference. As provided in federal law, tenants in federal public housing on flat rent retain the right at any time to request to switch to an income-based rent if that would lead to a lower rent and reduce hardship.

Response: Thank you for your comment. The previous practice was to ask the family which option they preferred between the income based or flat rent option. This often led to confusion as the family was being asked if they would prefer to pay more or less for

rent. This change was made to eliminate that confusing question to default the family to the lower share with an option to elect the higher share by notifying BHA within 20 days of their rent share notice and requesting to pay the higher share.

Comment: Revisions in Chapter 11, Definitions (pp. 123-139). As with the Admin Plan, BHA has added some definitions or revised the same. In particular, “Earned Income” (p. 121) has been added. As noted above under the Admin Plan, this makes sense given the distinction under HOTMA for interim reporting of increases in earned income versus increases in unearned income.

Response: Thank you for your comment.

Comment: “Family” (pp. 130-131) has been revised to reflect statutory changes. As noted under the Admin Plan above, this is parallel to the Glossary change, and appears to be right, but the definition of “Family” in the body of the Admin Plan doesn’t track the full HUD definition and should be revised.

Response: Thank you for your comment.

Comment: “Health and Medical Care Expenses” (p. 132) has been added to follow HOTMA terminology. Unlike the Admin Plan, there is no separate “Medical Expense” item in the Definitions which may cause confusion. However, as recommended above, it would likely make sense to also include definitions of “Disability Assistance Expenses” and “Child Care Expenses” to track the other deductions that are relevant.

Response: Thank you for your comment. BHA will include those definitions.

Comment: “Minor” (p. 133) has apparently been revised, but as noted in comments on the Admin Plan above, it is not clear what changes were made and why.

Response: Thank you for your comment. Changes were made to reflect the HOTMA definitions.

Comment: “Unearned Income” (p. 138) has been added, and again this is important for HOTMA purposes and distinguishing between interim reporting obligations for earned and unearned income for federal housing programs. However, I would remove the reference to “5.609”, and it may make sense to say instead “applicable state or federal regulations” or just be silent (the full cite is 24 CFR 5.609, but of course cites may change).

Response: That you for your comment. We will remove the citation.

Leased Housing Administrative Plan

Comment: Pine Street Inn, Inc. (PSI) is pleased to comment on the Boston Housing Authority (BHA) FY2025 Annual Housing Plan Amendments.

For over 30 years, Pine Street Inn has worked alongside the Boston Housing Authority to provide affordable, supportive housing for individuals experiencing homelessness. Since its inception in 1969, Pine Street Inn has served individuals experiencing homelessness in Greater Boston through various responsive, community-based programs and services. PSI is the largest nonprofit housing and homeless services agency in New England. PSI provides food, clothing, shelter, day and night- time street-based outreach, access to health care, job training, affordable housing, and other critical resources for over 2,000 individuals each day and night at its 45 locations throughout Metropolitan Boston. Pine Street Inn's mission is to end homelessness by making permanent housing a reality for all.

Pine Street Inn has successfully developed and operated affordable housing for individuals experiencing homelessness and various other hardships for over 50 years. Pine Street Inn has designed housing and housing-based services for persons with disabilities, including mental illness, HIV/AIDS, chronic substance use disorder, dual diagnosis, and mobility limitations. Units meet the complex needs of the hardest-to-serve homeless individuals. With 1,100 units of housing with supportive services in the portfolio, PSI is a prominent provider in Boston's homeless services Continuum of Care (CoC).

Pine Street Inn is grateful for the Boston Housing Authority's support and collaboration in the development of our newest housing property, 900 Morrissey Boulevard. Including an Admissions and Continued Occupancy Policy (ACOP) for 900 Morrissey in the BHA's Annual Housing Plan Amendments ensures that individuals experiencing homelessness will be quickly and efficiently placed in housing when the building opens. Additionally, updating the BHA's Administrative Plan to allow projects to operate owner-maintained waiting lists, if they have an MOU with the City of Boston, further facilitates well-matched and timely housing placements and strengthens the partnership between Pine Street Inn and the Boston Housing Authority. The BHA's foresight and thorough planning regarding 900 Morrissey will be transformative for the building's future residents, and Pine Street Inn applauds and endorses these provisions.

Additionally, Pine Street Inn is appreciative of the general policy updates to the BHA's ACOP and Administrative Plan which are favorable to applicants. Allowing applicants to respond to a withdrawal letter to maintain their place on a waitlist and to reject a housing placement for good cause, without changing the status of other waitlist applications, provides individuals and families with more flexibility and individual choice in their housing placement. Additionally, clarifying procedures around tenant income changes and simplifying the housing recertification policy will reduce the administrative burden on Boston Housing Authority tenants. PSI supports these changes, which will improve tenants' quality of life and relationships with their housing provider.

Pine Street Inn is thankful for our ongoing collaboration with the Boston Housing Authority. We hope to continue this collaboration by housing individuals with BHA vouchers in permanent supportive housing, including those with mitigation vouchers. Additionally, we aim to facilitate information sharing between tenants, the BHA, and PSI to help tenants retain housing. The BHA's 16,651 vouchers are crucial to the availability of affordable housing in Boston. The BHA's knowledgeable staff, essential services, and

informed guidance are invaluable. We pledge to work together in partnership with the Boston Housing Authority to preserve, create, and provide access to affordable housing for people experiencing homelessness.

Response: We appreciated the positive comments and the continued partnership with Pine Street Inn.

Comment: Edited Table of Contents (pp. 2-12). I didn't notice any redlining or text changes here. It may make sense, for Chapter 15 (Homeownership Option, pp. 192-207), to include all of the subsections in the Table of Contents, as has been done for the other Chapters. For Chapter 19 (Glossary), pp. 261 et seq., similarly it may be helpful to list all of the terms that are defined.

Response: Thank you for your comment. We will make the necessary updates to the Table of Contents.

Comment: Edited 3.2.5(6) (pp. 14-15). The Admin Plan is not redlined to show the specific change, and the Summary of Changes has at least one typo. I understand that the proposed change is to reflect that either the tenant's rejection of a PBV offer without good cause, or the owner's refusal to accept the PBV participant referred to the unit, will result in the removal from the specific development waiting list but will not affect rights to other public housing, HCVP, or PBV offers on other development waiting lists.

Response: Thank you for comment.

Comment: Edited 5.2.1 (pp. 49-50). Here again, the Admin Plan is not redlined to show the specific change. The Summary of Changes refers to updating the definition of "family" to conform to HOTMA revisions. It would be helpful to know what specific changes were made. In addition, the definition does not appear to confirm to 42 U.S.C. 1437a(b)(3)(A) & (B), since the statute includes youth as described in 42 U.S.C. 1437f(x)(2)(B) and there is no such reference here.

Response: Thank you for your comment. Edits have been completed

Comment: Edited 8.2.1(b) (p. 95). Here again, the Admin Plan is not redlined to show the specific change, but the Summary of Changes reflects that a mandatory redetermination of the rent reasonableness is required if the HUD published Fair Market Rent (FMR) decreases by 10% or more from the previously published figure. Before now, the BHA Admin Plan provided for mandatory redetermination for FMR reductions of 5% or more. The revision tracks the current rent reasonableness regulation. See 24 C.F.R. 982.507(a)(2)(ii). Is this also required if Small Area FMRs decreased by 10% or more? One could envision a situation where the FMR did not decrease by 10% but the SAFMR decrease for a particular zip code was 10% or more.

Response: Thank for your comment. BHA will seek further guidance since HUD regulation are silent on this matter.

Comment: Edited 11.1.1(d) (p. 124). Language is added here (in blue highlighted form) to make clear that retroactive recertification will not be possible where there is failure to get in supporting documentation. GBLS would recommend that this be written in a “may”, rather than a “must”, format. There may be circumstances where the participant is not at fault in the lack of supporting information, such as where a 3rd party fails to timely provide information but the participant has been cooperative and timely. There also may be cases involving reasonable accommodation, limited English proficiency, or survivors of domestic violence who have extra barriers in providing what’s needed, but BHA may agree that in light of the household’s circumstances, retroactive relief is appropriate to reflect the true circumstances of the family.

Response: Thank you for your comment. The BHA will always consider cases involving Reasonable Accommodation or Domestic Violence cases as exceptions to its policy and have the ability to exercise discretion.

Comment: Added 14.1.6(A-B) (pp. 161-162). This provides for a voucher term and extension policy for the Family Unification Program (FUP), and mandates an automatic extension by 90 days from the original 120 day voucher term upon written or oral request as long as the extension request is submitted prior to the initial term’s expiration. Here again, because a redlined version is not provided, it is not clear what prior text was replaced. For FUP, there are provisions for written notice warning the participant of the term limit and that assistance may be requested in housing search. There is cross-reference to “c.7.2.5” for extension requests beyond those provided here. This should be clarified that it is a cross-reference to the general provisions about extension of voucher search terms in Section 7.2.5 of the Admin Plan (pp. 86-88).

Response: Thank you for your comment.

Comment: Edited 15.2.1(b)(1) (p. 194). BHA eliminated the requirement that households seeking to participate in the Section 8 Homeownership Option must be at or above 50% of Area Median Income. However, the edit made here was incomplete, as the phrase “whichever is higher” (with reference to either earning minimum wage times 2000 hours or the alternative 50% of area median) is still kept. The phrase “whichever is higher” should be deleted.

Response: Thank you for your comment. Edits have been completed.

Comment: Edited 15.2.3 (pp. 195-196). Here again, the requirement to have an income of at least 50% of area median income has been eliminated. However, there is the same error as in the prior section, and the phrase “whichever is higher” should be eliminated.

Response: Thank you for your comment. Edits have been completed.

Comment: Added 16.2.8(d) (pp. 222-223). This discusses the documentation necessary for submission to an independent entity within certain time frames for Project-Based Voucher Units that are PHA owned in terms of development activity or substantial improvements. Here again, without a redlined version, it's not possible to see what revisions were made. This appears to be consistent, however, with 24 C.F.R. 983.155(b). It would be helpful to detail what the BHA and owner obligations are with regard to relocation & continued assistance for any families who may be temporarily unable to use their units in case of substantial improvement, similar to protocols BHA has used at Amory Street and other redevelopment sites. However, these may be site-specific plans which need not be part of the Admin Plan, as long as they are consistent with general Admin Plan provisions and statutory/regulatory obligations.

Response: Thank you for your comment.

Comment: Added 16.5.1(a)(3) (pp. 236-237). This provision allows owners of project based voucher units who have entered into a Memorandum of Understanding (MOU) with the City of Boston under the Coordinated Access System (CAS) for a Homeless Service Provider (HSP) to administer their own site-based waiting lists. This would include placing and removing applicants on the waiting list. However, BHA would still make the determination that the applicant is Section 8 eligibility and would coordinate the lease-up process, similar to what it does for other PBV participants. BHA would have to approve of any owner site-based waiting list policy, retain oversight over the owner's operation of the waiting list, would conduct periodic audits, and could decertify the owner's operation of a site-based waiting list if it was found to be improper. All of this is consistent with HUD's revised PBV regulations (see 24 C.F.R. 983.251(c)(2)(iii) and (7), and BHA has provided an example of a site-based waiting list at 900 Morrissey Boulevard as an attachment to the PHA Plan Amendment and the Admin Plan. All of this seems fine, but this should be monitored over time to make sure that there are no problems and particularly that applicants are not improperly removed from waiting lists and have their basis for priority fairly reviewed, similar to that which BHA provides.

Response: Thank you for your comment.

Comment: Edited 16.5.1(a)(4) (p. 237). As provided above, this is revised to make clear that while a PBV owner's rejection of an applicant, or a PBV applicant's refusal to accept an owner without good cause, will result in the applicant being removed from that site-based waiting list, it does not affect the applicant's rights on any other PBV site-based lists, or from the Housing Choice Voucher Program (HCVP) or public housing waiting lists. As noted above, the Summary of Changes slightly misstates the revision and has one or more typos—see Section 3.2.5 (6), above, on pp. 14-15.

Response: Thank you for your comment.

Comment: In Chapter 19 (Glossary) (pp. 261-282), the Summary of Changes is a little out of order. It would make sense to organize this in alphabetic order by the particular definitions. Changes or edits include--

Added definition of “Earned Income” (p. 269) (important for HOTMA distinctions about interim reporting of income changes, which treats increases in earned income differently than increases in unearned income.

Response: Thank you for your comment.

Comment: Edited definition of “Family” (pp. 270-271). The phrasing here seems better than the discussion of “Family” earlier in the Admin Plan (see Section 5.2.1 pp. 49-50), as it includes the “youth” definition found in the statute.

Response: Thank for your comment. Correction has been made.

Comment: Added definition of “Good Cause Rejection” (p. 272). This seems a bit narrow, and should include situations where a household member is a victim or witness to violent crime or a hate crime where location in a particular location may pose a health/safety risk (don’t limit this to just VAWA).

Response: Thank for your comment. This align with 24 CFR 983.251 (e)(2)(iii).

Comment: Added a definition of “Health and Medical Care Expenses” (p. 272). However, this may cause more confusion, since there is a separate definition of “Medical Expenses” (p. 275), and it’s not clear how each is to be used. Are these related to a specific subsection of the Admin Plan (such as the Homeownership Option), are these intended for general rent determination. If so, the HUD definition of the deduction for extraordinary medical expenses (originally those above 3% of income, but being phased in to those above 10% of income under HOTMA) is a little different than this. Moreover, there is the separate “Disability Assistance Expense” deduction which can be relevant here, and there is no definition of that. In addition, it may be helpful to also include reference to “Child Care Expenses”, since this is the third area of expenses that may be relevant to rent setting. This deserves some further review.

Response: Thank you for your comment. This align PIH 2023-27.

Comment: Edited the definition of “Minor” (p. 275), but it’s not clear what change was made or why.

Response: Thank you for your comment. Changes were made to reflect the HOTMA definitions.

Comment: Edited the definition of “Project” (for the purpose of the PBV program) (p. 278) to make clear that it could be contiguous or adjacent properties/parcels. This is

relevant to various PBV exemptions from capping units and this is helpful. However, this may not be clear to the reader, and it may be helpful to add some context.

Response: Thank you for your comment.

Comment: Added a definition of “Unearned Income” (p. 281), and here again this would be to assist with distinguishing, for HOTMA interim reporting obligations, between increases in earned income that do not need to be reported in most instances mid-year and increases in unearned income that often would need to be reported if income increases by 10% or more from what was previously reported.

Response: Thank you for your comment.