# TABLE OF CONTENTS

## 1. Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chapter 667 Housing (elderly &amp; handicapped housing)</td>
<td>5</td>
</tr>
<tr>
<td>Chapter 705 Housing (family housing)</td>
<td>5</td>
</tr>
<tr>
<td>Development</td>
<td>6</td>
</tr>
<tr>
<td>Full-time Student</td>
<td>6</td>
</tr>
<tr>
<td>Grievance</td>
<td>6</td>
</tr>
<tr>
<td>Grievant</td>
<td>6</td>
</tr>
<tr>
<td>Guest</td>
<td>6</td>
</tr>
<tr>
<td>Hearing Officer</td>
<td>7</td>
</tr>
<tr>
<td>Homeless Applicant</td>
<td>7</td>
</tr>
<tr>
<td>Household</td>
<td>7</td>
</tr>
<tr>
<td>Household Member</td>
<td>7</td>
</tr>
<tr>
<td>Local Tenant Organization (LTO)</td>
<td>7</td>
</tr>
<tr>
<td>Low Income</td>
<td>7</td>
</tr>
<tr>
<td>Notice of Termination</td>
<td>8</td>
</tr>
<tr>
<td>Overhoused</td>
<td>8</td>
</tr>
<tr>
<td>Personal Care Attendant (PCA)</td>
<td>8</td>
</tr>
<tr>
<td>Pet</td>
<td>8</td>
</tr>
<tr>
<td>Pet Committee</td>
<td>8</td>
</tr>
<tr>
<td>Pet Grievance Panel</td>
<td>9</td>
</tr>
<tr>
<td>Pet Guidelines</td>
<td>9</td>
</tr>
<tr>
<td>Pet Rider</td>
<td>9</td>
</tr>
<tr>
<td>Program Participant</td>
<td>9</td>
</tr>
<tr>
<td>Tenant</td>
<td>9</td>
</tr>
<tr>
<td>Utilities</td>
<td>9</td>
</tr>
</tbody>
</table>

## 2. Application Intake Procedures

10
Availability of Applications 10
Initial Review of Applications 10
Priority Categories and Verification 11
Preference Categories and Verification 12

3. Waiting List Management Procedures 14
   Placement of Waiting List 14
   Periodic Waiting List Openings 14
   Continuously Open Waiting List 15
   Update and Reclassification of Waiting List 15

4. Program Eligibility & Verification Procedures 16
   Determination of Income 16
      Income Inclusions 16
      Income Exclusions 18
      Deductions 19
   Verification and Treatment of Household Composition 21
      Household Composition 21
      Definition of a Household Member 21

5. Program Qualification & Screening Procedures 23
   Applicant Screening Policy 23
   Obtaining Applicant Releases 25
   The Home Visit 26
   Process for Determination of Program Qualification 27
   Procedure for Screening Applicants with Disabilities or Handicaps 27
   Notice to Ineligible or Unqualified Applicants 29
   Appeal Rights for an Applicant Found Ineligible 29
   Private Conference 30
   Decision Following a Private Conference 30
   Reconsideration of LHA’s Private Conference Decision 31
6. Placements & Unit Offers

Placements in Elderly/Handicapped Housing
Unit Offers

7. Reasonable Accommodation Policy

Reasonable Accommodation and Resident Selection
Reasonable Physical Modification
Reasonable Accommodation and Communication
Reasonable Accommodation and Lease Enforcement
Other Aspects of Program Administration
Complaints of Discrimination

8. Continued Occupancy

Rent Determination
Rent Payments
Failure to Pay Rent
Charges to Residents
Write-off of Tenants Accounts Receivable and Collection Loss
Recertifications
Annual Recertifications
Interim Recertifications
Verification Requirements for Recertifications
Grievances on the Amount of Redetermined Rent
Nondisclosure of Misrepresentation of Income
Late Payment of Income
Unit Transfers
Transfer for Administrative Reasons
Transfer for Good Cause
Transfer Offers
Lease Requirements 46
   Provisions as to Rent 46
   Occupancy and Use of the Unit 46
   Certain Obligations of the LHA 47
   Certain Obligations of the Tenant 48
   Reasons for Termination of the Lease 49
   Grievance Hearing as a Condition of Lease Termination Under Certain Circumstances 50
   Grievance Hearing Prior to Lease Termination 51
   Lease Enforcement Tools 52

9. Termination of Tenancy 53
   Voluntary Termination of Tenancy 53
   Termination Without Notice 53
   Death of a Sole Occupant 54

10. Grievance Policy & Procedures 55
    Purpose 55
    Initiation of Grievance 55
    Informal Settlement Conference 55
    Scheduling of Hearings 55
    Pre-Hearing Examination of Relevant Documents 56
    Persons Entitled to be Present 56
    Procedure at Grievance Hearings 56
    Decision of the Hearing Officer 56
    Review by the LHA’s Board 57

11. EXHIBITS 58
    EXHIBIT 1 - Tenant Participation/Local Tenant Organization (LTO) 58
    EXHIBIT 2 - Pet Ownership in Elderly/Handicapped Housing 64
1. Definitions

**Chapter 667 Housing (elderly & handicapped housing)**

For elderly persons of low income and handicapped persons of low income

- Elderly persons – Persons having reached the age of 60 or over
- Handicapped persons – As defined in MGL c. 121B ss 1.
- Handicapped household – consisting of at least one handicapped person and no elderly person.

A handicapped person may have one or more physical or mental impairments, which shall be considered in conjunction with each other if more than one exists.

Upon request, the applicant shall provide documentation sufficient for the LHA to be able to make a determination of eligibility of handicapped status. Such documentation shall be subject to third party verification. As part of the determination process the following actions and findings are necessary.

- 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;
- the LHA shall determine that either 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
- 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.

**Chapter 705 Housing (family housing)**

For families of low income

Family:

- Two or more persons who live or will live regularly in a unit as their primary residence:
  - Whose income and resources are available to meet the household's needs and
  - Who are either related by blood, marriage, or operation of law, or who have otherwise evidenced a stable inter-dependent relationship.

- One person
**Development**
A housing project providing chapter 705 family housing or chapter 667 elderly/handicapped housing.

**Full-time Student**
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 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 educational institution or a certificate from an accredited vocational program (excluding apprenticeship program). 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.

**Grievance**
1. an allegation by a tenant that the LHA or an LHA 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;
2. an allegation by a program participant that the LHA or an LHA employee has acted or failed to act in accordance with any statute, regulation, or rule regarding the program and that the alleged action or failure to act has adversely affected the status, rights, duties, or welfare of the grievant or a household member; or
3. an appeal by a data subject pursuant to applicable CMR regulations.
4. 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 LHA 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.

**Grievant**
Any tenant or program participant who files a written grievance with the LHA in accordance with the LHA’s grievance procedure. A grievant shall also include any person about whom the LHA holds data who pursues an appeal pursuant to applicable CMR regulations.

**Guest**
A person present in a unit or common area of a development at the invitation, expressed or implied, of a tenant or a member of a tenant household.
**Hearing Officer**

An impartial person who conducts hearings on grievances in accordance with an approved grievance procedure and render written decisions based on the material facts and applicable law.

**Homeless Applicant**

as defined in 5.03 CMR is an applicant who:

- Is without a place to live or is in a living situation in which there is a significant, immediate and direct threat to the life or safety of the applicant or a household member which situation would be alleviated by placement in a unit of appropriate size;
- Has made reasonable efforts to locate alternative housing
- Has not caused or substantially contributed to the safety-threatening or life-threatening situations and
- Has pursued available ways to prevent or avoid the safety-threatening or life-threatening situation by seeking assistance through the courts or appropriate administrative or enforcement agencies.

**Household**

One or more persons who have been determined by the LHA to be collectively eligible for state-aided housing and who are listed on the current lease for an LHA unit executed by an LHA authorizing the person(s) to reside in the unit. Persons listed on an application to an LHA to be determined collectively eligible to reside in an LHA unit as a household may also be referred to as a household where the context so requires.

**Household Member**

A person who is a member of a household which has been authorized by the LHA in a lease or lease addendum to reside in a LHA unit. The tenant, as defined herein, is a household member.

**Local Tenant Organization (LTO)**

An association of tenants which has been officially recognized by an LHA to represent tenants residing in some or all of the LHA's state aided public housing units.

**Low Income**

Income limits for admission to state-aided public housing shall be set at two-year intervals. The income limits shall be the "Low Income Limits", set by US Department of HUD, then in effect, for a similarly sized household in the city or town in which the LHA is located.
Notice of Termination

Notice from an LHA to a tenant that the tenant's lease is to be terminated. A notice of termination may include a notice to quit. A notice of termination or accompanying document shall advise the tenant whether tenant has a right to a grievance hearing and, if so, the time for requesting a grievance hearing. It shall advise tenant of the right to be represented at a grievance hearing and of the right to inspect relevant documents prior to the hearing. It shall advise tenant that, if tenant remains in the unit past the specified lease termination date, eviction would be pursued through court action in which tenant would have a right to present in person or by a lawyer any legal defenses which tenant might have. It shall specify the name and address of a local legal services agency (if any). It should advise the tenant of the opportunity (if available) to request to meet with the LHA to discuss the reasons for termination and whether termination could be avoided.

Overhoused

A tenant household which the LHA has determined, based upon the composition of the household, to be occupying a unit consisting of more bedrooms than is appropriate for the household size pursuant to 760 CMR 5.03 unless such occupancy is authorized by law.

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; (c) is paid for the fair value of such assistance; and (d) would not be residing in the unit except to provide such necessary assistance to the household member.

Pet

A domesticated animal of a species that is commonly kept as a household pet in the community. A cat, dog, gerbil, or hamster is an example of a domesticated animal which is commonly kept as a household pet. A monkey or snake is an example of an animal which is not commonly kept as a household pet in the community. A service animal which is specially trained to assist an individual with a disability in specific activities of daily living (for example, a dog guiding individuals with impaired vision or alerting individuals with impaired hearing) is not considered a pet for which permission to keep is required when it is kept in a safe and sanitary manner by an individual with a disability to whom the animal gives necessary assistance in activities of daily living; a service animal shall be considered a pet in computing the number of pets kept. Caged birds, which are not unreasonably noisy, or fish in tanks are not considered pets for which permission to keep is required.

Pet Committee

A local committee established in accordance with Chapter 151 of the Acts of 1989 in the manner prescribed in the pet guidelines.
**Pet Grievance Panel**

Two or more persons appointed by the LHA to resolve disputes arising in elderly/handicapped state-aided housing involving pets in cases where the disputes have not been resolved by the pet committee; the procedure of dispute resolution shall be specified in the pet guidelines.

**Pet Guidelines**

Guidelines issued by the Department for pet ownership in elderly/handicapped state-aided public housing. These guidelines may be revised periodically by the Department after consultation with the Massachusetts Society for the Prevention of Cruelty to Animals and with the Massachusetts Chapter of the National Association of Housing and Redevelopment Officials.

**Pet Rider**

A part of the lease for a unit of elderly/handicapped state-aided housing giving approval to the tenant for pet ownership and setting out or incorporating the terms and conditions for pet ownership.

**Program Participant**

A Voucher Holder, as defined in 760 CMR 49.00 or in 760 CMR 53.00, who has become a Participant, as therein defined, in the MRVP or AHVP.

**Tenant**

One or more adult persons who sign(s) a lease for an LHA unit and who is (are) responsible for payment of rent and satisfaction of lease provisions and responsible for the conduct of other household members and for the conduct of guests.

**Utilities**

Any or all of the following: electricity and any other fuels for heat, hot water, and cooking.
2. Application Intake Procedures

Availability of Applications

When the State Programs 667 and/or 705 waiting lists are open, applications for housing programs will be available at the Admissions Office during regular hours of the Authority. The Admissions Office is located at 174 South Common St., Lynn, MA 01902.

Applications will be mailed upon request if the requester has a legitimate hardship traveling to the Authority. Legitimate hardship includes:

1. medical limitations (disability) or
2. lack of adequate private or public transportation.

The LHA shall provide reasonable assistance to applicants in completing the application forms.

Applications will be sent by regular first class mail only, and only one application will be provided. Each mailed application will include a copy of the application, a gross income worksheet and verification form(s) for priority/preference status.

Xeroxed copies of Applications will be accepted as long as they are the most current version of the application. Application forms that are prior versions of the document will be returned to sender with a copy of the revised application form. The applicant will need to resubmit an application using the most recent version of the application. The Application will be considered received when submitted on the most current version of the application.

Incomplete, ineligible or out of date application forms will not be considered received until submitted on the proper form with complete responses and comprehensible by the reviewer. Indications by the applicant that a question is Not Applicable or N/A will be considered an adequate response.

Initial Review of Applications

All applications will be date and time stamped and reviewed for completeness. This includes the following:

1. The Application is legible;
2. The applicant has made an effort to answer all questions;
3. Sources of income are indicated and the level of income appears consistent with program eligibility requirements;
4. Social Security numbers are provided for all household members listed;
5. A preferred unit size is indicated; and
6. The Application is signed and dated by the Head of Household.

The LHA shall make a preliminary determination of eligibility based on information in the form and shall also determine whether an applicant appears to be entitled to any preference or priority status. The
LHA will make a final determination of the applicant’s eligibility and qualification when an applicant approaches the top of the waiting list.

**Priority Categories and Verification**

**Priority # 1 – Displaced by Natural Forces**

An applicant 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.

Third party written verification will be accepted from the local Fire Department, Public Works Department, Building Inspector or other appropriate government entity.

**Priority # 2 -- Displaced by Public Action – Urban Renewal**

An applicant who will be displaced within 90 days, or has been displaced within three years prior to application, by:

1. any low rent housing project as defined in MGL c. 121B ss1, or
2. a public slum clearance or urban renewal project initiated after January 1, 1947, or
3. other public improvement.

Third party written verification will be accepted from the local Fire Department, Public Works Department, Building Inspector or other appropriate government entity.

**Priority # 3 -- Displaced by Public Action – Sanitary Code Violations**

An applicant 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 the State Sanitary Code (105 CMR 410.000) 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.

Third party written verification will be accepted from the local Health Inspector.

**Priority # 4 -- Emergency Case Plan**

Emergency Case under the Emergency Case Plan established by the LHA pursuant to 760 CMR 5.11.

See attached Emergency Case Plan
Priority #5 -- AHVP Participant

Applicant, otherwise eligible and qualified, who is living in a non-permanent, transitional housing subsidized by the AHVP

Priority #6 -- Transfer for Good Cause

Transfer of a household from one unit to another because the unit is no longer of appropriate unit size, or there is a compelling and documented medical impairment which could be substantially improved by transfer to another available unit. A transfer for good cause may be made between units in elderly/handicapped housing and family housing in the event that transfer cannot be made to a unit of appropriate unit size in the same type of housing.

In the absence of mitigating circumstances deemed sufficient by the LHA, a transfer for good cause shall not be made unless the applicant:

(a) has files a transfer application complete with all supporting documentation;
(b) is current in rent, charges and fees owed to the LHA; and
(c) has not committed and household members have not committed any serious violations of the lease for at least two years, and the applicant is not subject to eviction proceedings or to the terms of an agreement for judgment in a prior eviction proceeding.

See Continued Occupancy section 8 for Transfers

Priority #7 -- Standard Applicant

Applicant, otherwise eligible and qualified, who does not fit within any previous six categories.

Preference Categories and Verification

The LHA shall apply the following preferences in descending order within each of the priority categories in determining the order of tenant selection. (Need to add acceptable verification of these)

1) Veteran – Any veteran applying for elderly/handicapped housing receives this preference if the applicant resides in the community. A veteran applying for family housing receives this preference in 20% of 705 units.

   a) In 705 units the order of preference is as follows:
      • veterans with service-connected disability
      • families of deceased veterans whose death was service connected
      • other veterans

   A veteran is defined in MGL c. 121B, ss1.

Third party written verification from U.S. Government or other agency verifying veteran status.

2) Local Resident – Any local resident applying for public housing
As defined in CMR 5.03 a local resident is a person who has a principal residence or a place of employment in a city or town at the time of application to an LHA in that city or town and at the time of final determination of eligibility and qualification. Temporary residence with relatives or friends in the city or town is not sufficient unless the person’s last residence and domicile was in the city or town. In the case of an applicant determined by the LHA to be homeless, the applicant may select one community for local preference, either the community from which he or she was displaced through no fault of his or her own, or the community in which he or she is temporarily housed.

Third party written verification such as a lease, proof of employment in Lynn, a driver’s license, or a utility bill with the applicant’s name and address will be accepted.

If no third party documentation is provided or the documentation does not meet LHA standards (e.g., too old, inappropriate source, or inconsistent with the standard), the applicant household will be notified and given an opportunity to provide correct information. Applicant households who claim a priority/preference but cannot provide proper documentation will be given an opportunity to make an appointment to meet with Admissions staff. Eligible applicants, who claim a priority or preference but do not provide adequate third party documentation, will be granted status as a standard applicant effective as of the date of application.

If an applicant is eligible for multiple priorities or preferences, the applicant will be granted the combination of priorities and preferences which give their household the highest placement on the Waiting List.

If found ineligible or not entitled to a priority or preference category requested, the applicant shall be notified of the LHA’s preliminary determination and may request a private conference.
3. Waiting List Management Procedures

Placement of Waiting List

All applicant households whose applications are considered complete will be assigned a Control Number for each program to which the household has applied. The applicant will be provided with a receipt including the control number.

Control numbers are to be assigned as follows:

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<thead>
<tr>
<th>Program Code</th>
<th>Year of Application</th>
<th>Four Digit Sequential Number</th>
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For instance the 1100th applicant for the State Elderly Program in 1996 would have the following control number: SE-96-1100

Program Codes are as Follows:

- SE  State Elderly
- SF  State Family

All applicants are given the priority/preferences claimed on their application pending verification.

Applications for Waiting Lists open for a continuous period of thirty (30) days or more will be listed based on date and time of application receipt and within applicable priorities/preferences status and approval by Admissions. Periodic waiting list openings will be listed based on a control number assigned by lottery and approval by Admissions.

All requests for units with special features (e.g. wheelchair accessible) will be tracked on the Waiting List.

Priority/Preference status for circumstances that arose after receipt and approval of the original application will be effective as of the date that the status is verified.

Periodic Waiting List Openings

When the waiting list for units is less than the number of applicants anticipated to be placed in the next 12 months, a determination by the Executive Director will be made as to the date or dates of re-opening of the Waiting List to receive new applications by Lottery on a Continuous Basis.

Once the method and date(s) of the re-opening are determined, the Authority will advertise in at least two (2) local newspapers and one (1) minority newspaper once each week for two weeks.

In order to provide an equal opportunity for all potential applicants, telephone requests for applications will be honored at the date or dates of the re-opening. The Authority will mail applications if requested and the request occurs during the date(s) of the Waiting List being open.
Applications will be available at the Application, Intake and Screening Office at 174 South Common Street. Only one copy per individual will be distributed, but the Authority will accept Xeroxed copies of applications.

Applications must be returned fully completed. They will be date and time stamped upon receipt. Each returned and complete application will be assigned a Lottery Number if applicable.

Applications determined to be incomplete will not be included in the Lottery. Incomplete Applications will be returned to the applicant with a brief letter indicating the items or information required. If an incomplete application was received during the published date(s) of the application intake period, the applicant will be given thirty (30) days to correct and complete their application (cure). Applications returned during the thirty-day cure period will be date and time stamped and added to the Waiting List on a first come, first served basis or will be included in the Lottery if applicable.

Applications returned complete and within the date(s) of the Waiting List opening will be organized by preference category and standard applicant status. Within each preference category and standard applicant status, the Authority will conduct a Lottery.

Once the Lottery is completed, each applicant will be notified by letter of their Control Number and current place on the Waiting List as of the date of the Lottery. Applicants who are part of the current lottery will be placed behind any applicants remaining from prior years who fall into the same preference or priority category.

Once the Waiting List is set, the current procedures for Waiting List administration for the particular program will apply.

**Continuously Open Waiting List**

Certain program waiting lists remain open indefinitely. Applications are distributed and placements made on a first come first served basis.

**Update and Reclassification of Waiting List**

The LHA shall update and reclassify all applications on file at least once in every three years by contacting each applicant to determine whether or not:

1. applicant is still interested in obtaining housing through LHA;
2. applicant is still preliminarily eligible;
3. applicant’s preference and priority status remains the same.

The applicant will also be advised that a failure to respond will result in removal of the application from the waiting list.

The LHA shall review all updated information and may change its determination of preliminary eligibility and priority and/or preference status.

The LHA shall notify each applicant of its determination and the right to request a private conference.
4. Program Eligibility & Verification Procedures

When an application is submitted, the Authority makes an initial determination of program eligibility. Program Eligibility means that the applicant household meets the income requirements and family composition for the type of housing for which they applied. This limited verification is considered sufficient since the Applicant is required to certify by signature that the information provided in the application is a full and true representation of all household circumstances at the time of application. Any information provided on the application which is subsequently found to be false and also material to the LHA's eligibility and screening criteria is grounds for immediate removal from all program waiting lists or the start of an eviction process. Full program eligibility is verified by the LHA as part of the final application review.

**Determination of Income**

Income and assets must be verified to determine if the household is income eligible for the program and what the household’s rent contribution should be.

Income limits for admission of an applicant to state-aided public housing shall be the “Low Income Limits” set by the US Dept of HUD, then in effect, for a similarly sized household in the city or town in which the LHA is located. Household income shall be determined in the same manner as net household income for rent determination, provided that income shall be imputed to assets in the manner provided by 24 CFR and such imputed income shall be included in household income.

Rent is based on a percentage of net household income, as provided in 760 CMR 6.04 (1). (25%, 27%, 30%, or 32% except as provided in 760 CMR 6.04(1)(c) and (d)). In order to determine net household income, the LHA shall first determine gross household income. Gross household income includes the items listed below and excludes those listed in the following section. The deductions, also listed in this section, are deducted from gross household income and the result is net household income.

**Income Inclusions**

Gross household income shall be the total of the following items (760 CMR 6.05 (2)(a)-(k):

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. Income from the operation of a business or profession by each self-employed household member after deduction for the ordinary and necessary expenses of the business or profession. The deductible expenses of the business or profession shall not exceed 85% of the gross receipts of the business or profession. Deductible expenses of the business or profession shall not include rent or utilities paid for the tenant’s unit if the business or profession is located in the tenant’ unit.
3. Income of any kind from real or personal property including rent, dividends and interest. Amortization of capital indebtedness and depreciation shall not be deducted in computing net income. Any realization of taxable capital gain on sale or
transfer of an investment or other real or personal property shall be included in income. If the household has marketable real or personal property with a fair market value exceeding $5,000 (excluding any automobile used as the primary means of transportation by one or more household members), gross household income shall include the higher of actual income derived form any such property or a percentage of the value of such property. This percentage shall be the current passbook savings rate as determined from time to time by HUD for federally assisted housing or as otherwise determined by the Department.

4. Periodic payments received from social security, annuities, retirement funds, and pensions, individual retirement accounts and other similar types of periodic payment of retirement benefits, excluding non-taxable amounts which constitute return of capital and are specifically identified as such by payor.

5. Payments in lieu of earnings, such as unemployment compensation: Supplemental Security Income (SSI); Social Security Disability Income (SSDI); and benefits in lieu of earnings under disability insurance, health and accident insurance or worker’s compensation. An unallocated lump sum settlement or similar payment all or partly on account of lost wages resulting from an injury shall be equitably allocated to reflect a monthly payment on account of lost wages for the period during which the recipient is likely to be disabled from the injury and the recipient will be deemed to receive such a monthly payment each month during the continuance of his or her disability until the allocated funds are deemed exhausted. Payments from the government, subsequently reimbursed to the government, are not to be included as income.

6. Regularly recurring contributions or gifts received from non-household members; to be regularly recurring a contribution or gift must occur at least twice a year for two or more years, provided that a contribution or gift in excess of $2,000 which occurs once a year from year to year for two or more years shall also be deemed to be regularly recurring.

7. Regular payments of public assistance, excluding food stamps.

8. Payments received for the support of a minor, such as child support, foster care, social security or public assistance, including payments nominally made to a minor for his or her support but controlled for his or her benefit by a household member who is responsible for his or her support.

9. Lottery winnings, gambling winnings and similar receipts.

10. Receipts of principal and income from the trustee of a trust, and receipts of income form the executor or administrator of an estate or from some other fiduciary.

11. Alimony or payment for separate support.
**Income Exclusions**

Gross Household Income shall not include any of the following items (760 CMR 6.05 (3)(a)-(p):

1. Gifts which are not regularly recurring.

2. Amounts (including lump sums) which are specifically received for the cost of medical care, or which are made to compensate for personal injury or damage to or loss of property under health, accident or liability insurance, worker’s compensation, judgments or settlements of claims, insofar at these payment do not compensate for loss of income for a period when the recipient was or would be a tenant.

3. Amounts of educational scholarships or stipends for housing paid by a non-household member for a student at an educational institution, including amounts paid for these purposes to part-time students, whether paid directly to the student or to the educational institution, and amounts paid by the US government to a veteran for use in paying tuition, fees, or the cost of books, to the extent that such payments are so used.

4. The special pay to a family member serving in the armed forces on account of service in a war zone.

5. Relocation payments made pursuant to state or federal law.

6. Payments received from the Social Security Administration program known as the Plan to Attain Self Sufficiency (PASS), provided that recipient fulfills all PASS program requirements.

7. The value of food stamps.

8. Payments received by participants or volunteers in programs pursuant to Domestic Volunteer Service Act of 1973.

9. The increased amount of income earned from employment by one or more household members if the increase in earned income otherwise would result in a rent increase provided that: (1) the household’s income has been derived, at least in part, form Transitional Aid to Families with Dependent Children (TAFDC), Emergency Assistance to the Elderly, Disabled and Children Program (EAEDC), Supplemental Security Income (SSI), Social Security Disability Income (SSDI) or successor program for each of the previous 12 months; (2) the household’s increased earned income has been accompanied by a decrease in the amount of TAFDC, EAEDC, SSI, SSDI or public assistance form a successor program; and (3) at the commencement of this exclusion the recipient of such public assistance would have remained eligible for such assistance if the income had not been earned. This earned income exclusion shall be in effect for one continuous 12-month period, regardless of any changes or gaps in employment during that period. This exclusion may be exercised by the tenant when a household member has procured either full...
or part-time employment. It shall be within the tenant’s sole discretion whether or when to exercise this one-time earned income exclusion.

10. Payments for a household member in association with participation in a bona fide program providing training for employment, approved by the DHCD or sponsored or administered by a government agency, to cover costs related to training or employment, such as transportation, program fees, books, or child care (during training). This exclusion does not apply to wages received through programs for training for employment, such as wages from on-the-job training.

11. Wages and/or salary earned by a full-time student as defined in CMR 6.03 or by an unemancipated minor.

12. Income of a live-in personal care attendant (PCA), who is not a family member, who is paid for the fair value of his or her services to a household member with a disability and whose income is not available for the needs of any household member, provided that the PCA shall be required to substantiate that he or she receives wages for the fair value of his or her services and that such income is not available for the needs of any household member.

13. Inheritances and life insurance proceeds. This exclusion does not apply to post-death interest paid on inheritances or insurance proceeds.

14. At the discretion of the LHA, with respect to an unemployable disabled veteran, whose disability occurred in connection with military service, all but $1,800 of the annual amount received by the unemployable disabled veteran from the US Government on account of such disability; if the LHA in its discretion excludes all but $1,800 of such amount, no deductions shall be applied against that $1,800.

15. A return of capital on sale or transfer of an investment or of other real or personal property.

16. Wages and/or salary earned by a tenant age 62 or older, or other household member, age 62 or older, not to exceed the total amount which would have been earned by a person working 20 hours per week at the minimum wage.

**Deductions**

Deductions from Gross Household Income (760 CMR 6.05 (4)(a)-(j)) Net household income shall be gross household income less the following deductions but in no event shall be less than zero:

1. A deduction of $400 for a household living in family housing in which the tenant is an elderly person of low income or a handicapped person of low income, provided that the household is not overhoused.

2. A deduction of $300 for each unemancipated minor household member (under age 18).
3. A deduction of $300 for each adult household member other than the tenant. This deduction is limited by the amount by which the gross income of such adult household member exceeds all other deductions claimed against his or her income.

4. A deduction for heat in the amount prescribed by DHCD schedule of heat deductions; this deduction is only available to a household which separately pays for the cost of heat.

5. Payments for necessary medical expenses (including co-payment amounts) which are not covered by medical insurance or otherwise reimbursed, 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 considered medical expenses.

6. Payments for the care of child(ren) or of a sick or incapacitated household member provided that the LHA shall have determined the payments to be necessary for the employment of another household member who would otherwise have provided such care; the total amount deducted for this deduction and the deductions in (7) and (8) for this household member who makes the payment shall not exceed his or her gross income.

7. Child support, separate support, and/or alimony paid under court order or court approved agreement by a household member for the support of a minor child, spouse or ex-spouse, not residing with the household, provided that the total amount deducted for this deduction and the deductions in (6) and (8) for this household member shall not exceed his or her gross income.

8. Non-reimbursable payment of tuition and fees of vocationally related post-secondary education of a household member who is not a full-time student, provided that the amount deducted for this deduction and the deductions in (6) and (7) for this household member shall not exceed his or her gross income.

9. Non-reimbursable payments for reasonable and necessary housekeeping or personal care services for a household member with a disability who as a result of the disability is physically unable to perform the housekeeping or personal care services provided that no household member is reasonably available to perform these services.

10. Travel expenses, in excess of the cost of the least expensive available transportation, for a household member with a disability who as a result is physically unable to use the least expensive available transportation and who uses the least expensive transportation practical in connection with necessary activities which cannot be performed by another household member.
Verification and Treatment of Household Composition

Household Composition

Household Composition entails a determination that the size of the household and the relationships among the applicant group are consistent with program requirements. Considerations in this area include whether units of the correct size are available or if the household has a member whose status is sufficient to meet specific program requirements concerning age or disability.

The Authority recognizes the underutilization of space is inconsistent with efficient and economical operation and waste of scarce housing resources, while overcrowding is inconsistent with the Authority's obligation to provide decent, safe, and sanitary housing; therefore, families will be assigned units in accordance with the following table:

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<tr>
<th>NUMBER OF BEDROOMS</th>
<th>MINIMUM PERSONS</th>
<th>MAXIMUM PERSONS</th>
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The above Standards of Occupancy will be used to determine unit size required by applicant families. These standards are based on the number of household members as allowed by State Sanitary Code.

Definition of a Household Member

A household member shall be considered to be living regularly with a family if temporarily absent for reasons such as hospitalization, duty assignment, employment, or school attendance in another location. Upon receipt of notice from the DSS that one or more children will be reunified with a household member, such child or children, if eligible and qualified, shall be considered household members for purposes of securing a unit of appropriate size for the reunified family.

A full-time, live-in personal care attendant, as defined in rent determination, whether or not a household member for purposes of rent determination, if determined by the LHA to be qualified, shall be deemed a household member for purposes of determining the appropriate unit size in public housing.

In the event that a household member, who has signed the lease, ceases to occupy the unit, one or more remaining household members may be given permission for continued occupancy of the unit provided that:

1. the departing household member is not relocating to public or assisted housing elsewhere and is current in his or her financial obligations to the LHA and is not subject to eviction proceedings;
2. the remaining household members are eligible and qualified for the public housing and (excepting newborns) have resided in the unit for at least one year, and;
3. at least one adult household member (or emancipated minor) applies for and signs a new lease with the LHA. In the event of divorce separation between spouses who are both household members, or entry of a protective order, a MA court with jurisdiction may determine which spouse and family members shall be entitled to continued occupancy.

In the event that a household member, who has signed the lease, applies for the addition of a person, who meets the criteria in 760 MCR 5.03: Family, as an additional household member, the LHA shall determine whether the person is qualified and whether the augmented family is eligible. If so, the LHA shall approve addition of the household member to the family if the unit is of appropriate size or, if the unit is too small, upon transfer of the family to a unit of appropriate size.

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

- Household members of the opposite sex, except husband or wife (or those in a similar living arrangement), do not have to share a bedroom, provided that children of the opposite sex under the age of eight shall share a bedroom and provided that other household members of the opposite sex may elect to share a bedroom.

- Persons of the same sex shall share a bedroom, provided that a household member, age 21 or over, may elect not to share a bedroom with his or her 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 his or her mental or physical health and if the LHA receives reliable medical documentation as to such impact of sharing.

- 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 the State Sanitary Code (105 CMR 410.000) for a room occupied for sleeping purposes. No bedroom shall be shared by more persons than the number permissible under 760 CMR 5.03.

- 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.
5. Program Qualification & Screening Procedures

Applicant Screening Policy

Once the household is found to be Program Eligible, the next step is to determine if they are Program Qualified. The purpose of screening to determine if a household is program qualified is to verify the ability and willingness of the household members to meet the requirements of the lease and all applicable program requirements.

All applicants for conventional public housing will be screened according to the criteria set forth in the LHA's State Public Housing Management Manual. These screening criteria apply to members of the applicant household listed on the application regardless of age. A Personal Care Attendant (PCA) is not considered a household member but is a special type of household guest. These criteria, which are consistent with those promulgated in DHCD's Regulations (760 CMR 5.08), as they relate to the households ability and willingness to adhere to the lease requirements for housing under the Authority's programs. They include:

An applicant and applicant household shall be disqualified for public housing for any of the following reasons:

1. The applicant or a household member has disturbed a neighbor or neighbors in a prior residence by behavior, which if repeated by a tenant in public housing, would substantially interfere with the rights of other tenants to peaceful enjoyment of their units or the rights of LHA employees to a safe and secure workplace.

2. The applicant or a household member has caused damage or destruction of property at a prior residence, and such damage or destruction of property, if repeated by a tenant in public housing, would have a material adverse effect on the housing development or any unit in such development.

3. The applicant or a household member has displayed living habits or poor housekeeping at a prior residence, and such living habits or poor housekeeping, if repeated by a tenant in public housing, would pose a substantial threat to the health or safety of the tenant, other tenants, or LHA employees or would adversely affect the decent, safe and sanitary condition of all or part of the housing.

4. The applicant or a household member in the past has engaged in criminal activity, or activity in violation of MGL c351ss4, which if repeated by a tenant in public housing, would interfere with or threaten the rights of other tenants or LHA employees 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.

5. The applicant or a household member who will be assuming part of the rent obligation has a history of non-payment of rent and such non-payment, if repeated by a tenant in public housing...
housing, would cause monetary loss; provided, however, that if the applicant or household member paid at least 50% of his/her household’s monthly income for rent each month during a tenancy but was unable to pay the full rent, an eviction for non-payment of the balance shall not disqualify such individual from public housing pursuant to 760 CMR 5.08(1)(e).

6. The applicant or a household member has a history of failure to meet material lease terms or the equivalent at one or more prior residences, and such failure, if repeated by a tenant of public housing, would be detrimental to the LHA or to the health, safety, security or peaceful enjoyment of other tenants or of LHA employees.

7. The applicant or a household member has failed to provide information reasonably necessary for the LHA to process the applicant’s application.

8. The applicant or a household member has misrepresented or falsified any information required to be submitted as part of the applicant’s application, or a prior application within three years, and the applicant fails to establish that the misrepresentation or falsification was unintentional.

9. The applicant or a household member has directed abusive or threatening behavior which was unreasonable and unwarranted towards an LHA employee during the application process or any prior application process within three years.

10. The applicant or a household member does not intend to occupy public housing, if offered, as his/her primary residence.

11. The applicant or a household member is a current illegal user of one or more controlled substances as defined in M.G.L. c. 94C, ss1. A person’s illegal use of a controlled substance within the preceding 12 months shall create a presumption that such person is a current illegal user of a controlled substance, but the presumption may be overcome by a convincing showing that the person has permanently ceased all illegal use of controlled substances. This disqualification of current illegal users of controlled substances shall not apply to applicants for housing provided through a treatment program for illegal users of controlled substances.

Prior to disqualifying an applicant due to the above circumstances, the LHA shall permit the applicant to show mitigating circumstances, which may include rehabilitation or rehabilitating efforts, sufficient so that when the potentially disqualifying behavior is weighed against the mitigating circumstances, the LHA is reasonably certain that the applicant or household member will not engage in any similar conduct in the future. In making this determination, the LHA shall consider all relevant circumstances including:

(a) the severity of the potentially disqualifying conduct;
(b) the amount of time which has elapsed since the occurrence of such conduct;
(c) 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 and its common areas if the conduct recurred;

(d) the disruption and inconvenience which recurrence would cause the LHA; and

(e) 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 to 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.

Although an applicant or household member may have a history of non-payment of rent and not fit within the exception in 760 CMR 5.08 (2) (e), mitigating circumstances shall be considered in determining qualification.

**Obtaining Applicant Releases**

(1) At the time of determining final eligibility and qualification, the LHA shall require an 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 determination. Income of the 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, 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.

(2) The LHA shall require an applicant to provide the names and current addresses of all landlords for applicant and household members during the period five years prior to application through the date of the final determination. If after the request the LHA has failed to receive a reference from a landlord it shall notify applicant of non-receipt, and the LHA shall request that applicant use his or her best efforts to cause the landlord to submit the reference to the LHA. In the event the applicant uses their best effort 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 shall be cause for determining an applicant unqualified unless the applicant can show that he or she has used its best efforts to secure the reference and that he or she has complied with reasonable requests for cooperation in securing other information.

(3) In determining qualification the LHA shall check Criminal Offender Record Information and 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 visit shall be promptly put in writing and placed in the applicant’s file.

(4) 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.

For all applicants who are qualified individuals with a disability, the LHA will consider any information about specific circumstances that are appropriate grounds for "reasonable accommodation" in accordance with the Authority’s "reasonable accommodation" policy. Although the LHA requests sufficient documentation to make a proper and fair screening determination, it is the responsibility of the applicant to provide any information about their circumstances that justifies the LHA holding its screening criteria in abeyance.

The LHA will utilize the Court Offender Record Information (CORI) System which is maintained by the Criminal History Systems Board as allowed under 803 CMR 5.00. The applicant will be informed of this verification step. CORI will only be used as part of the final review of the application in order to determine if the household is program qualified. The Board of Commissioners by approval of this screening procedure has designated the Deputy Director for Management and Operations and the entire Admissions staff as the "CORI Approved" individuals at the LHA. These individuals are responsible for requesting (see Exhibit II) and reviewing all CORI reports, retaining all records in a confidential manner (a locked file), and destroying all record no longer required. A CORI record will be retained for no more than three years from receipt only if it provided the basis for denial of program qualification. The LHA will share any CORI record used as a basis for denial of program qualification with the applicant as part of any meeting to discuss a finding of not program qualified.

The LHA has an approved CORI policy maintained separately.

The Home Visit

Applicants will be notified at least two days in advance of the scheduled home visit. Home visits will be conducted only for applicants who reside within the Commonwealth of Massachusetts, or if feasible, utilize the inspection services of another Housing Authority.

a. Applicants who are sharing housing either with family members or friends must be advised that the LHA will inspect the common areas of the unit such as the living room, kitchen and bathroom, not just the applicant's room(s). An applicant household that is willing to live in unsanitary or infested conditions created by others may have housekeeping standards that are too low to meet the lease requirements of the LHA's programs. As with all screening criteria, the Authority will consider mitigating circumstances, such the availability of other housing options, as required by regulation.

b. Home Visits to a shelter or transitional housing program are useful because the applicant may be responsible for some aspect of the condition of the property. Proof of an ability to maintain an area in a habitable manner is an important step in documenting willingness and ability to meet the requirements of the LHA lease.

c. The purpose of the home visit is not to perform some sort of "White Glove" check of the applicant's housekeeping, but rather to determine whether the applicant is capable of caring for
a LHA unit in a way that will not create health or safety hazards or contribute to infestation, and whether the applicant is currently engaged in behavior or practices that would violate the LHA's lease. Staff who perform Home Visits will be trained on the acceptable standards.

d. If the applicant's current unit shows resident-caused health or safety hazards, housekeeping that contributes to infestation, or damage, the applicant would usually be rejected.

e. Likewise, if the home visit revealed that the applicant was currently permitting unauthorized occupants to share the unit, was engaged in criminal activity or displayed some other situation that was inconsistent with the material information presented on the application, the applicant could be rejected. The LHA will document any cases where the Home Visit results in a rejection by photograph or written report.

**Process for Determination of Program Qualification**

Once all the documentation to determine program qualification has been collected to verify the household's ability and willingness to meet the requirements of the LHA lease, the Authority staff will make a preliminary recommendation to admit or reject.

The following list of factors that will not be considered in making a decision to find an applicant not program qualified:

- Race
- Color
- Religion
- Ancestry
- National Origin
- Age
- Sex
- Marital Status
- Receipt of Public Assistance
- Parental Status
- Political Ideology
- Handicap or Disability

If, at any point in the screening process (including housing provider references, home visit, or other verifications of ability and willingness to comply with lease terms), it becomes clear to staff that an applicant will not meet the screening criteria, the applicant will be notified that their household has been determined not program qualified.

Applicants found both program eligible and program qualified will be housed as soon as an appropriate size unit consistent with their place on the waiting list is available.

**Procedure for Screening Applicants with Disabilities or Handicaps**

It is illegal to reject an applicant household because a member of the household has a handicap or disability, or for findings from the screening process that could be mitigated by the LHA's acceptance of a "reasonable accommodation". If an applicant with a disability cannot meet essential program requirements and the requested "reasonable accommodation" cannot be approved in accordance with
the Authority’s Reasonable Accommodation Policy and Procedures, it is permissible to reject them. Such insurmountable issues might arise because of the severity of behavior or performance in past housing, clear inability to comply with the terms of the LHA’s lease, or required services which represent an alteration in the fundamental nature of the LHA's program and are not available through an alternative source.

There are three possible stages of processing the applications of persons with disabilities or handicaps. These three stages only apply to an applicant for federal housing who is under sixty-two or for state-assisted housing who is under sixty and is seeking a unit in an elderly development. An applicant household with a non-elderly disabled member who is applying for family housing requires no verification of disability as part of the determination of program eligibility unless they are seeking a mobility-impaired accessible unit, a sensory-impaired accessible unit, or require a special geographic placement or unit modification.

These stages are consistent with the requirements of Section 504 and Title II of the Americans with Disabilities Act.

**Stage 1 - Eligibility Review**

1.1 The first stage of processing is the determination of program eligibility. At this point it is necessary to document that each single applicant who is less than 60 years of age is either disabled or handicapped as defined in DHCD's 760 CMR 5.03 definitions. The question must be asked to determine whether the applicant qualifies as an Elderly Household.

1.2 Once an applicant has been determined to have a disability or handicap that qualifies, no further reference should be made to that fact unless the application reaches the third stage of processing.

**Stage 2 - Applying the Applicant Selection Criteria**

2.1 The second stage of processing is applying the applicant screening criteria contained in this procedure. Neither mitigating circumstances nor "reasonable accommodations" will be an issue for any applicant who passes the applicant screening criteria. Thus an applicant who happened to have a disability or handicap but was able to demonstrate a history of meeting financial obligations, caring for a rental unit, avoiding disturbing neighbors and destroying property, eschewing criminal behavior, and if necessary, ability to comply with the LHA's lease, would be recommended for admission with no further reference to or consideration of any disability or handicap.

**Stage Three -- Documenting Mitigating Circumstances or "Reasonable Accommodation"**

3.1 The third stage of processing would be activated if an applicant could not meet one or more of the applicant screening criteria. At this point, applicants with disabilities or handicaps are entitled to special considerations as to how the LHA could accommodate their special needs. All requests for "reasonable accommodation" must meet the requirements described in the LHA's "Reasonable Accommodation" Policy. Rejected applicants will be notified of their right to review the basis of the rejection and provide any mitigating information at a meeting. The LHA
must be notified of the rejected applicants interest in such a meeting within fifteen (15) working days of the post mark on the rejection letter.

3.2 Mitigating circumstances would be facts (that can be verified) that would overcome or outweigh information already gathered in the resident screening process. For example, if an applicant has a previous history of disturbing neighbors, but recent behavior was much improved, the LHA could consider this a mitigating circumstance. The basis for any use of mitigating circumstances must be documented in the resident folder.

3.3 If the evidence of mitigating circumstances or the basis for a "reasonable accommodation" presented by the applicant relates to a change in medical condition or course of treatment, the LHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the basis for the accommodation. The LHA shall also have the right to request further information to clarify the causal relationship of the disability to the actions requested as part of a "reasonable accommodation", even if such information is of a medically confidential nature. If the applicant refuses to provide or give access to such further information, the LHA will give no further consideration to the request for "reasonable accommodation".

3.5 If some form of assistance is needed to enable an applicant to comply fully with the lease terms, LHA staff will need to obtain verifications that such assistance is available to the applicant.

Any applicant with a disability or handicap who cannot meet the applicant screening criteria taking into account possible mitigating circumstances, reasonable accommodations by the LHA, or services needed for lease compliance verified to be provided to the applicant by others, will be rejected.

**Notice to Ineligible or Unqualified Applicants**

When the LHA makes a final determination of applicant’s eligibility and qualification and the applicant is determined to be ineligible, unqualified or not eligible for a requested priority or preference status at that time shall be sent written notification of the determination by both regular and certified mail. The Notice shall set out the reasons for the determination detailing the material facts and the right to request a private conference to redetermine eligibility and/or qualification.

The notice shall state that the applicant may be represented at the private conference by counsel or by another person of applicant’s choice at applicant’s expense.

**Appeal Rights for an Applicant Found Ineligible**

Not Program Qualified or Not Entitled to a Priority or Preference:
Within 20 days of mailing of notice of a pre-conference determination, the applicant may request a private conference with the LHA. The request for a private conference shall be made in writing and shall be delivered or mailed to the LHA within such 20 days period.

Promptly after receipt of a request for a private conference the LHA shall notify the applicant of a time, date and place for the private conference. The date shall be within 30 days from the LHA’s receipt of the request. Thereafter, for good cause and with notice to applicant the LHA may reschedule the private conference to a later date. Unless the applicant agrees to a shorter period of time, the applicant should receive at least seven days prior notice of the time and date of the private conference.

Prior to and at a private conference, the applicant or his or her representative shall have the right to inspect the documentation on the basis of which the pre-conference determination was made and any other documentation pertinent to the applicant’s eligibility, qualification or entitlement to priority or preference status. The LHA shall make reasonable arrangements for photocopying any such documentation as applicant may specify with sufficient advance notice.

**Private Conference**

The purpose of the private conference shall be to enable the applicant to discuss with the LHA the reasons underlying the pre-conference determination and to permit consideration of all pertinent information on a new determination of eligibility, qualification and/or priority or preference status.

The Executive Director shall conduct the private conference or shall designate one or more impartial person to do so. Selection of persons who made the pre-conference determination shall be avoided unless the Executive Director deems there to be good reason for their selection. The conference officer shall conduct the private conference fairly. Procedure shall be informal. At the private conference applicant or applicant’s representative may offer applicant’s own testimony, may question the LHA on pertinent matters, and may offer other testimony, documentation, information and argument. The LHA may also offer testimony, documentation, information and argument. The applicant and the LHA may question each other’s witnesses. Upon request the LHA may give the applicant additional time to secure documentation or information.

The LHA shall tape record the private conference or shall take accurate notes of what occurred. If the applicant makes a written request at least two days before the private conference, the LHA shall tape record the private conference, unless there is a good reason why it is unable to do so.

**Decision Following a Private Conference**

Within 15 working days after the close of a private conference or as soon thereafter as reasonably possible, the LHA shall notify the applicant in writing of its decision with an explanation of its reasons and shall specify any change, if appropriate, in the prior preliminary determination of the applicant’s eligibility, qualifications and/or priority or preference status. The decision shall be mailed to applicant and applicant’s representative, if any, at their last known address. Included with a decision shall be
notice about the applicant’s right to request reconsideration and about the applicant’s right to request review by the Department of Housing and Community Development (DHCD).

Reconsideration of LHA’s Private Conference Decision

If the LHA’s decision following a private conference is adverse to the applicant, within 14 days from the date on which the LHA’s decision was mailed, the applicant may mail or deliver to the LHA a written request that the LHA reconsider its decision. The reason or reasons shall be specified. If the applicant has new information relevant to the factual basis of the adverse decision, this new information should be included with the request. Following receipt of a request for reconsideration the conference officer shall review the request for reconsideration, and shall notify the applicant in writing whether or not the prior decision would be changed and, if so, shall specify the changes. Included with the decision ion a request for reconsideration shall be notice about the applicant’s right to request review by DHCD.

The request for review shall be in writing and shall be delivered or mailed to DHCD at 100 Cambridge Street, Boston, MA 02202. The request for review must be received by DHCD or must be mailed in a properly addressed envelope post-marked no more than 21 days from the date on which the LHA’s decision was mailed to applicant. If applicant shows good cause for a late request for review, DHCD may permit a request for review to be received late. If an applicant requests reconsideration by the LHA, a request for review by DHCD should not be made until after the decision on reconsideration.

DHCD Review

Review by the Department shall be in accordance with any applicable law. The purpose of review is to ensure uniform and consistent application of the eligibility and selection criteria by LHAs. The scope of review shall be whether there was an adequate factual basis for a determination by the LHA and whether the determination was made in accordance with the regulations and other applicable law or authority.

None of the procedural steps described above prevent an applicant from seeking judicial relief.
6. Placements & Unit Offers

Placements in Elderly/Handicapped Housing

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. 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 which includes a person, regardless of age, who has a physical handicap which necessitates one or more of the special design features of the unit.

Except as provided above, when a unit becomes available, it shall be offered to the applicant for the applicable program with an appropriate household size who has the lowest control number in the highest preference category within the highest priority category.

Prior to making a placement in elderly/handicapped housing, the LHA shall determine the LHA’s current percentage of 667 units occupied by handicapped households. 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 the age of 50 but are less than 60 years old (near elderly) until such time as the percentage of handicapped household 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 member have attained the age of 50 but are less than 60 years old (near elderly), 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 age 50 but who are less than 60 years old (near elderly).
Unit Offers

Property Managers will coordinate with Admissions on the timing of unit offers and provide Admissions with monthly estimates of unit vacates and anticipate dates of unit availability.

Admissions will inform applicants in the pool of applicants whose eligibility and program qualification reviews have been completed and approved, of a unit offer. The unit offer letter will direct the applicant to contact a specific Property Manager, who will market the unit and complete a lease execution.

An applicant offered a unit must accept the offer within seven 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 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 days or to provide such documentation within that period, shall be removed from the waiting list. After being removed from the waiting list, if the applicant files a new application with the LHA the applicant shall not be entitled to any priority or preference received on the prior application(s) for a period of three years.
7. Reasonable Accommodation Policy

Reasonable Accommodation is the practice of making exceptions to policies and/or procedures, alterations to physical space design or layout, or holding an organizational or program standard in abeyance to provide an individual with a disability equal access and full enjoyment of the benefits of the dwelling units at the Lynn Housing Authority.

Reasonable Accommodation can pertain to applicants for housing and residents of the development. The exact nature of the reasonable accommodation varies from case to case. The implementation of an "accommodation" is at the discretion of the Authority based on information volunteered by the individual with a disability. The regulatory requirements for reasonable accommodation which pertain to the Lynn Housing Authority can be found in the Fair Housing Amendments Act of 1988, which applies to all multifamily housing, Section 504 of the Rehabilitation Act of 1973, which covers all housing programs that receive a federal subsidy, and Title II of the Americans with Disabilities Act (ADA) of 1990, which covers housing programs administered by government entities such as the Massachusetts Housing Finance Agency (MHFA).

The Authority is only concerned with the behavioral (functional) limitations of the disability as it pertains to the nature and requirements of the housing programs and the ability to meet the requirements of tenancy. In all cases, requests for information about the cause (diagnosis) of a disability are not permitted by staff.

Reasonable Accommodation and Resident Selection

The Lynn Housing Authority provides affordable housing to individuals and households who are eligible and qualified. Program eligibility is primarily based on income. Additional screening standards are used to determine if the individual or household is capable of meeting the requirements of the Rental Lease. This is the determination of a households qualification or suitability to be housed.

It is the responsibility of the applicant to identify any disability that has relevance to the Authority's screening process. The screening process determines the applicant's ability and willingness to comply with the lease. Based on a request for a reasonable accommodation by an applicant regarding the screening standards, suspending the use of any aspect of the Authority screening standards is not an automatic action. Additional information can and often will be required for review by the Agent to determine if the disability provides a sufficient basis for overlooking any past behavior.

The Authority can request documentation from licensed clinicians and/or therapists that there is a sufficient causal relationship between an individual's disability and the failure to meet the screening standards. This documentation requires no description of the causes of a disability. It only seeks to verify that the specific reasonable accommodation is related to and overcomes the functional limitation of a documented disability.

Even if this causal relationship is documented, the Authority still reserves the right to accept or reject any reasonable accommodation on the basis of "financial or administrative burden", "change in the
fundamental nature of the program” or “undue hardship”. In addition, the Authority will never agree to a reasonable accommodation if the behavioral history of an applicant indicates a high likelihood of being a threat to the safety and health of others or the applicant. The Authority may request opinions from experts as to the nature of the behavior, but the final determination as to the import of any concerns about a resident's behavior resides with the Authority.

**Reasonable Physical Modification**

In certain cases the reasonable accommodation required is in the form of a physical modification to a unit or program space.

Requests for physical modifications to units must be made in writing to the Property Manager. In Massachusetts state law requires that an owner of a development with ten or more units will bear the cost of any physical modification unless one of the limiting standards is triggered such as “financial or administrative burden”. If the Authority makes a determination that a physical modification is a financial and administrative burden, this does not preclude the requester from identifying other resources which can be substituted or combined with property resources in order to make the modification. However, the final determination of the feasibility of any physical modification resides with the Authority.

The request must provide the basis for the modification and the exact changes being requested. The basis of the request is how the modification will mitigate the functional limitation that is the manifestation of the disability. For instance, in the case of changing cabinet and door hardware because of an individual's limited manual dexterity, the "changing of cabinet and door hardware" is the requested modification and the "limited manual dexterity" is the basis.

The Property Manager will review the request with the site maintenance staff to determine the feasibility and cost of the modification. The Authority may elect an equal alternative that is less costly than the resident's request. The Authority may determine that the modification is not feasible. If the lack of feasibility is specific to a unit or program space, then the Authority may propose to transfer the resident to a unit in which the modifications are feasible. In the case of a program or administrative space that requires a physical modification, an alternative program or administrative space, which meets the physical accessibility standards, may be substituted.

In no case, will the Authority make a physical modification it considers to be a "financial or administrative burden", a “change in the fundamental nature of the program” or “physically infeasible”.

**Reasonable Accommodation and Communication**

The Lynn Housing Authority relies on Bell Atlantic Relay Service to provide TDD service on a twenty-four hour a day, seven days a week basis.

For the written materials, the Authority has determined that it is a "financial burden" to develop custom materials in Braille or on tape for those with sensory impairments. The Lynn Housing Authority has determined that it will provide Readers on an as needed basis to all applicants and residents to assist in
the review of written materials. Other forms of "reasonable accommodation" related to communication will be considered on a case by case basis.

**Reasonable Accommodation and Lease Enforcement**

The Rental Lease requires both the Authority and the individual or household who reside in the unit to adhere to basic agreements. In short, the Housing Authority agrees to provide and maintain a unit that meets the habitability standards of the Commonwealth's Sanitary Code and the individual or household who reside in the unit agrees to pay the contract rent, adhere to program requirements, refrain from participation in criminal activities, and to respect the rights of other residents to full use and enjoyment of their unit and the community spaces.

Lease enforcement for all the above except rent payment is considered to be grounded in "for cause" enforcement proceedings. A resident may request that a Rental Lease enforcement activity be held in abeyance on the basis of a reasonable accommodation. The Housing Authority will consider a request for a reasonable accommodation related to the lease enforcement process on the following grounds:

1. The request for "reasonable accommodation" is made at the first (informal) meeting to discuss the lease violation;
2. the resident acknowledges the basis of the lease violation;
3. the resident proposes a mitigation strategy to prevent re-occurrence that is acceptable to the Housing Authority;
4. the resident agrees that written documentation of the agreed upon mitigation strategy initialed by both parties can be included in the resident file; and
5. repetition of the behavior that led to the lease violation is grounds to restart the eviction process.

The Authority reserves the right to reject a request for reasonable accommodation as it pertains to the lease enforcement process. In some cases the Authority will consider a request for a reasonable accommodation after the first (informal) meeting to discuss the lease violation, but the head of household must acknowledge the lease violation and items three through five must be mutually resolved.

**Other Aspects of Program Administration**

There are other aspects of program administration that are not explicitly covered in the above sections. The Authority will consider any request for "reasonable accommodation" of any policy, procedure or practice including assignment of parking spaces, assignment of storage spaces, assignment of mailboxes and pet policy requirements. These requests are subject to the general requirements set forth in this policy including the right of the Authority to reject any request based on case by case circumstances.

**Complaints of Discrimination**

The policy tenets described above in no manner prevent a program applicant, applicant for employment, current program participants or current employee from filing a complaint of
discrimination with the appropriate agency. Complaints related to program administration for participants should be filed with HUD's Office of Fair Housing and Equal Opportunity (OFHEO). In Massachusetts, it is possible to file complaints with the Massachusetts Commission Against Discrimination (MCAD).
8. Continued Occupancy

Rent Determination

In order to maintain the financial liquidity of the Lynn Housing Authority (LHA) and to insure that the level of services provided by the LHA is of the highest quality, it is the policy of the Authority to pursue full (100%) rent collection based on the rent roll established through the annual recertification process and through the rent determination process associated with the lease-up of new residents.

Rent will mean the financial consideration paid on a monthly basis by the resident to the LHA for the use of the dwelling units. This amount will be determined at least annually based on the Code of Mass. Regulations.

Rent will be determined as follows:

Elderly/Handicapped Housing:

(a) Where the tenant does not pay for utilities, rent shall be 30% of monthly net household income as determined pursuant to 760 CMR 6.05.

(b) Where the tenant pays for some or all utilities, rent shall be 25% of monthly net household income as determined pursuant to 760 CMR 6.05.

Family Housing:

(a) Where the tenant does not pay for utilities, rent shall be 32% of monthly net household income as determined pursuant to 760 CMR 6.05.

(b) Where the tenant pays for one or more utilities, but not all, rent shall be 30% of monthly net household income as determined pursuant to 760 CMR 6.05.

(c) Where the tenant pays for all utilities, rent shall be 27% of monthly net household income as determined pursuant to 760 CMR 6.05.

In the event the tenant household has been determined to be over-housed and the tenant has failed or refused to transfer to a unit of appropriate unit size offered by the LHA, following any such failure or refusal to transfer, the tenant's monthly rent shall be 150% of the rent which would otherwise have been charged to tenant.

The LHA may round the amount of monthly rent to the nearest whole dollar notwithstanding the fact that rounding upward will cause rent to slightly exceed the applicable percentage set out in 760 CMR 6.04 (1) (a) and (b).
Rent Payments

Tenant shall pay rent monthly in advance on or before the first day of each month. Rent for any fraction of a month of occupancy at the beginning or end of the term shall be charged on a pro rata basis. The monthly rent shall remain in effect until a new monthly rent shall have been redetermined by the LHA in accordance with 760 CMR 6.04(4) or (5).

Rent is paid by check or money order. All rent is to be mailed to a “Lock Box” at the address indicated on Part II of their copy of the LHA lease.

Residents may arrange for voluntary payroll or welfare withholding so that their monthly rent can be mailed or electronically transferred directly to the LHA.

All checks are to be stamped and matched with the corresponding statement by resident account number. The date and amount of check is filled in on the statement. Daily batch sheets are prepared by development (family and elderly) as a written record of actual payments that are collected. The batch sheet information should be filled in at the same time as the payments are being entered into the Tenant Accounts Receivable system.

During the term while a lease is in effect the LHA shall accept as rent all payments which the tenant shall have designated as rent. The acceptance of such rental payments by the LHA shall not constitute a waiver of payment for other amount due or of any other past, present, or future obligation under the tenant’s lease. Following termination of the lease, if tenant fails to vacate, tenant shall pay monthly, in advance, the fair value of use and occupancy of the unit as determined by the LHA, but not less than the rent in effect at the time of termination, provided that if the termination is contested in court, no amount higher than such rent shall be charged unless and until the termination is upheld or approved by the court. Payment for such use and occupancy, however designated, shall not create a new tenancy.

Failure to Pay Rent

In the event that a tenant shall fail to pay all or any part of the rent within seven (7) days of its due date, the LHA may declare the unpaid rent delinquent and issue a notice of termination of lease. Prior to issuing such a notice, except where the tenant is habitually delinquent in paying rent and has had prior opportunity for discussion within the prior six months, the LHA shall provide the tenant with an opportunity to discuss the reason for the late payment.

In the event that tenant shall fail to pay all or any part of the rent within thirty (30) days of its due date, the LHA shall impose a fee in the amount of $25 for failure to pay rent when due. The LHA may also charge tenant interest in accordance with applicable law and with the terms of the tenant’s lease. If the tenant shall have shown good cause for late payment to the LHA, the LHA in its discretion may waive the interest or fee for late payment. If the LHA and the tenant shall have entered a repayment agreement, the LHA in its discretion may waive the interest or fee for late payment of the rent which is the subject of the repayment agreement. By charging interest or the fee for late payment of rent, the LHA shall not have condoned tenant’s breach of tenant’s obligation to pay rent when due, and the LHA
shall not thereby waive any rights to issue a notice of termination of the lease, to bring eviction proceedings against tenant and to collect arrearages, constable fees and costs on account of the tenant's failure to pay rent when due.

In the event that a tenant's failure to pay rent due results in a monetary judgment and execution for the LHA the LHA may seek to intercept funds which are otherwise payable by the Commonwealth to tenant on or after January 1, 2005, through the Comptroller's Set-Off Debt Collection Program or successor program in the manner provided by the program and as may be specified in guidelines issued by the Department.

**Charges to Residents**

The cost of repair for damage that is caused by the resident, a member of the resident's household, or a guest, is to be charged to the resident. It is the resident's responsibility to pay the bill promptly. In keeping with the Authority's Maintenance Charge-back Policy, the bill shall clearly state the items of damage, the repair made, and the cost of labor and material. A copy of the bill is to be placed in the Resident's File. Failure to pay these charges can be considered a lease violation and may provide the basis of an eviction proceeding. The resident can dispute the charges through the resident initiated grievance process. However, should the Grievance Officer find that the charge is justified, the resident must pay the charge with their next rent bill or face a lease enforcement action.

**Write-off of Tenants Accounts Receivable and Collection Loss**

All Tenant Account Receivable that have not been settled and appear beyond reasonable ability to be collected must be identified accordingly, these are to be written off and listed under the category of Collection Loss. For residents who have vacated after all means of collection have been exhausted, a tenant account can be written-off for the federal program after being past due for three months. For the state-assisted housing programs, the Authority can write-off uncollectable arrearages on an annual basis tied to the LHAs budget submission to DHCD. The Board must approve all Tenant Accounts Receivable (TARs) Write-offs.

Uncollectable arrearages for purposes of the state-assisted program include:

1. vacated tenant arrearages over twelve months old; and
2. deceased tenant arrearages for which a claim in Probate Court has been filed

A chronological Collection Loss/Tenant Accounts Receivable file will be kept by the Authority. This file will indicate if an arrearage has been written off or not. TARs older than eighteen months which are being kept active (not written off) must have a written explanation as to why the account remains active.

An up-to-date list of all vacated residents with arrearages (whether written off or not) will be provided to the Tenant Selector. This list is used to cross check new applicants to confirm that they do not owe the Authority money. All write-offs, regardless of the date, should be placed in the file.
Recertifications

Annual Recertifications

(a) The LHA shall redetermine each tenant’s monthly rent once annually to be effective on a specific redetermination date which shall be the first day of a month. This redetermination date should be the same each year unless the LHA gives the tenant reasonable advance notice of a different date no more than a year subsequent to the most recent notice of rent as determined by the LHA.

(b) At least sixty (60) days prior to the redetermination date, the LHA shall send the tenant written notice that rent shall be redetermined effective on the redetermination date in this notice of redetermination and shall request pertinent information as to the household’s income, employment, continued eligibility, and composition.

(c) Within thirty (30) days following the date of the notice of redetermination, the tenant shall provide, under the pains and penalties of perjury, sufficient complete and accurate information for the LHA to make a reliable determination of the household’s income, exclusions from income, and applicable deductions.

(d) No less than fourteen (14) days prior to the redetermination date, the LHA shall redetermine rent by computing the applicable percentage of annual net household income. In general, annual net household income shall be an annualization of then current monthly net household income. However, where annualization of monthly income is unlikely to reflect actual annual income, the LHA may use some other method for determining the annual amount of income, including use of the prior year’s income.

If within the time allotted, the tenant shall have failed to provide sufficient, complete and accurate information in order for the LHA to make a reliable redetermination of the household’s monthly net household income, the LHA may make a redetermination of such income based on whatever reliable information which it has or may continue to use its most recent income redetermination. The LHA may thereafter make an adjustment of rent retroactive to the redetermination date, following receipt of more complete and accurate information.

(e) The LHA shall give the tenant no less than fourteen (14) days prior written notice of the amount of the rent to be effective on the redetermination date. In the event that the information provided by or on behalf of the tenant shall have been incomplete or inaccurate, upon receipt of more complete or accurate information, in addition to its other remedies, the LHA shall appropriately adjust the rent. Following such adjustment, the LHA shall give the tenant an amended written notice of the redetermined rent which shall be retroactively effective to the redetermination date. Each notice of redetermined rent shall set out the monthly gross household income and the monthly net household income on the basis of which the redetermined monthly rent was computed.

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

Recertification are scheduled to be effective either on the first day of the anniversary month that: the tenant moved into the project or on a uniform schedule based on unit location or coordinated with dates for cost-of-living increases in such programs as Social Security and Supplemental Security Income. The LHA will inform residents of any change in the recertification schedule by formal notice.

The Recertification process consists of the following steps. Each household member over 18 years of age must provide the information required and complete these steps as follows:

1. Notify the Resident that his/her recertification is due.
2. Interview the resident to obtain information on income, assets, family composition, and allowances, and SS numbers of all family members age 6 or older.
3. Verify tenant's income, assets and allowances.
4. Verify social security numbers of all family members age 6 or older not previously verified.
5. Notify tenant of any rent increase resulting from the recertification.

**Interim Recertifications**

(a) Increases

If in any month the monthly gross household income of a tenant household increase by ten percent (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 increase, at least fourteen (14) days before the effective date of a rent increase, the LHA shall give the tenant a written notice of the redetermined rent. Any such increase in rent shall be made effective on the first day of a month. The notice of redetermined rent shall set out the monthly gross household income and the monthly net household income, on the basis of which the redetermined 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 redetermine 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. The notice shall set out the monthly gross household income and the monthly net household income, on the basis of which the redetermined monthly rent was calculated.

Verification Requirements for Recertifications

The tenant shall provide and authorize reasonable verification of information regarding income, exclusions form income and deductions (whether at initial determination or at any redetermination) in order to insure reliability of the information. 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). For income from a fiduciary the tenant shall submit a copy of the prior year's K-1 form regarding such income. For self-employment income the tenant shall submit a copy of the prior year’s Schedule C of US Form 1040. The tenant shall also submit copies of other tax reporting forms as are appropriate for other types of income.

The LHA may also require written third-party verification (verification by a reliable person or entity, other than the tenant or household member, with knowledge of the facts) of one or more items of income, exclusions, or deductions in the event that the LHA finds that the documentation provided by the tenant is not adequate. In such a case, the LHA may also verify income, exclusions, or deductions by checking with the sources. Verification of income, exclusions or deductions, if not complete by the rent determination date, may continue until completion. The tenant shall assist the LHA in securing reasonable verification and shall promptly provide all written authorizations for such verification upon request by the LHA.

If the LHA has reasonable cause to believe that any member of the household is supplying false or incomplete information about his or her income, upon request by the LHA the tenant or other household member shall sign an appropriate Internal Revenue Service form, to authorize the IRS to furnish the LHA with a copy of the first page of the prior year's US Form 1040 filed by the tenant or other household member. In formation which may have been provided by the Department of Revenue through a wage and bank match or otherwise may be used for verification of income, exclusions, and or deductions.

Information Not Subject to Change. (Example: Verification that a person is age 62 or older.) The Authority needs to verify this information only ONCE.

Information Subject To Change. These verifications are valid for 90 days from the date the LHA received them. If the information is orally updated by the source, owners may use these verifications for an additional 30 days. The LHA may not rely on verifications that are more than 120 days old. If a family has not been admitted or recertified by then, the LHA must obtain new verifications.

All necessary forms must be signed during the interview with the resident. The forms then must be mailed by the Property Manager to the appropriate employer, agency, bank, etc.
**Grievances on the Amount of Redetermined Rent**

In the event that the tenant files a grievance as to the amount of a redetermined rent within 14 days of the LHA’s notice of the redetermined rent, the tenant shall continue to pay the rent then in effect (unless the redetermined rent is lower) until disposition of the grievance. Following disposition of the grievance, the tenant shall forthwith pay any additional amounts determined to have been due but not paid since the effective date set out in the notice of redetermined rent or the LHA shall credit the tenant with any amounts paid but determined not to have been due. In the absence of a grievance, the redetermined rent shall be paid beginning on its effective date.

**Nondisclosure of Misrepresentation of Income**

If a tenant shall misrepresent, fail to disclose, or fail to disclose in a timely manner pertinent information. Which would increase net household income, upon request tenant shall pay the balance of rent, which otherwise should have been paid. Interest on such balance may be charged in accordance with law. Such misrepresentation or nondisclosure without good cause shall constitute cause for termination of the lease and eviction of the tenant if the consequent underpayment of rent was 10% or more of the monthly rent which should have been paid.

**Late Payment 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, tenant shall report receipt of the income to the LHA within 7 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 LHA’s rules.

**Unit Transfers**

For all unit transfers, the old lease must end and new lease must start on the same date. No transfers can occur if there is a rent balance due to the Authority.

**Transfer for Administrative Reasons**

Transfer of a household from one unit to another at the discretion of the executive director of the LHA at any time for a sound administrative reason such as: fire in or condemnation of an occupied unit; harassment or abuse of a tenant or household member; or change in the number of persons in the household so that the unit is no longer of appropriate unit size for the household. A transfer for administrative reasons may be made between units in elderly/handicapped housing and family housing in the event that transfer cannot be made to a unit of appropriate size in the same type of housing, provided that the household is eligible for the housing to which the transfer is made.
Transfer for Good Cause

Transfer of a household from one unit to another because the unit is no longer of appropriate unit size, or there is a compelling and documented medical impairment which could be substantially improved by transfer to another available unit. A transfer for good cause may be made between units in elderly/handicapped housing and family housing in the event that transfer cannot be made to a unit of appropriate unit size in the same type of housing.

In the absence of mitigating circumstances deemed sufficient by the LHA, a transfer for good cause shall not be made unless the applicant:

(d) has filed a transfer application complete with all supporting documentation;
(e) is current in rent, charges and fees owed to the LHA; and
(f) has not committed and household members have not committed any serious violations of the lease for at least two years, and the applicant is not subject to eviction proceedings or to the terms of an agreement for judgment in a prior eviction proceeding.

Transfer Offers

LHA shall make one written offer of a unit which is of appropriate unit size and appropriate for the tenant’s documented medical needs (if any). A tenant must accept the transfer offer within seven (7) days of the date of the offer. For good cause the LHA may extend the time for accepting the offer. A tenant who fails to accept a transfer offer of a unit of appropriate unit size within 7 days shall be removed from the transfer list. After being removed from the waiting list, if the tenant files a new application with the LHA the tenant shall not be entitled to any priority or preference received on their prior application(s) for a period of three years unless there are mitigating circumstances deemed sufficient by the LHA.

An LHA may decide at any time to initiate a transfer for administrative reasons. Such a transfer must be implemented in a manner consistent with the relevant provisions of the tenant’s lease and/or applicable law.

An LHA may only make a transfer to the AHVP upon application by a handicapped household.
Lease Requirements

A lease executed by the LHA and the tenant for each unit of public housing shall be a condition of occupancy of the unit by the tenant and other household members. The terms of the lease used by the LHA may vary by program but all such terms shall be approved by the Department in advance of any use by the LHA. In developing a lease to be submitted for approval by the Department, the LHA shall consult with any affected LTO(s). In the event of disagreement over a lease term in a lease submitted for approval by the Department, the LTO may present its position to the Department. Pending approval by the Department of a lease containing the lease requirements set out herein the LHA shall continue to use the lease then in effect.

Following approval by the Department of a new lease or amended lease terms, new and existing tenants shall execute the new or amended lease as a condition of occupancy. New tenants shall execute the new or amended lease at the times their tenancies are established. Existing tenants shall execute the new or amended lease at the time of annual re-determinations, and failure by a tenant at that time to execute a new or amended lease (approved by the Department) shall be cause for eviction. Until the new or amended lease is executed as required herein, the terms of the existing lease shall remain in effect unless the lease has been amended by applicable law or terminated for cause.

Provisions as to Rent

Each new or amended lease submitted for approval by the Department shall contain provisions which are consistent with the provisions concerning the amount of rent, rent payment, failure to pay rent, annual and interim re-determinations of rent and the other matters set out in 760 CMR 6.04. The lease shall require payment of the fee in 760 CMR 6.04(3) for late payment of rent and may require payment of interest on unpaid rent.

Occupancy and Use of the Unit

As per 760 CMR 6.06 (3);

Each new or amended lease submitted for approval by the Department shall contain provisions which provide for the following:

(a) the names of each household member who is authorized to occupy the unit in addition to the tenant shall be set out in the lease. No other person (except guests) shall occupy the unit. Each household member shall be required to reside in the unit for at least nine months in any twelve month period unless the LHA shall have found good cause for an absence of longer than three months. The tenant shall be responsible for the conduct of all household members.

(b) The tenant shall not sublet or transfer possession of the unit. Tenant shall not take in borders or lodgers and, except as provided in (d), shall not use or permit use of the unit for any purpose other than as a private dwelling solely for tenant and other members of tenant’s household who are listed on the lease or who subsequently have been approved by the LHA and have been listed on a written lease addendum.
(c) The stay of any overnight guests 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. The tenant shall be responsible for the conduct of all guests, including his or her own, and those of household members. The number of household members and overnight guests shall not at any time exceed the permissible limit of the State Sanitary Code.

(d) With the LHA’s approval, tenant and household members may engage in legal profit-making activities which are incidental to the primary use of the unit as a private dwelling so long as suitable general liability insurance coverage is provided. … (see 760 CMR 6.06 (3)(d) for additional language).

(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 not pending eviction action and provided that the conditions set out in the definition of Family (Household) in 760 CMR 5.03 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.

(f) In the event of divorce or separation and in the absence of an agreement between the affected household members, a court may determine entitlement to continued occupancy as set out in the definition of Family (Household) in 760 CMR 5.03.

(g) 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.

(h) 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, of age 10 or more, 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.

**Certain Obligations of the LHA**

As per 760 CMR 6.06 (4) obligations of the LHA include but are not limited to the following:

(a) To deliver a decent, safe and sanitary unit with rekeyed locks and a working stove an initial occupancy.

(b) To provide legally requisite heat (or heating facilities in the event tenant shall be responsible for paying the cost of fuel for heat).

(c) To provide legally requisite hot water (or hot water facilities in the event tenant shall be responsible for paying the cost of fuel for hot water).

(d) To provide reasonable extermination services.
(e) To make repairs to the unit within a reasonable time after notice that repairs are needed and to give priority to repairs needed to correct a condition endangering the household.

(f) To notify tenant in writing of the specific grounds for any proposed adverse action against tenant and to notify tenant of tenant’s right to request a grievance hearing if available.

(g) To redetermine rents promptly at the time of annual redetermination and at the time of any interim redetermination.

(h) To commence eviction proceedings if the LHA determines that such proceedings are warranted under the circumstances and likely to succeed against other tenants whose behavior or the behavior of their household members or of their guests has jeopardized the health or safety of tenant or other household member.

Certain Obligations of the Tenant

As per 760 CMR 6.06 (5)

(a) to pay rent and the cost of any utilities for which the tenant is responsible.

(b) To transfer to a unit of appropriate unit size if the number of household members decreases or if transfer is necessitated by modernization work, or by other good cause which shall have been approved by the Department.

(c) For tenant, household members and guests: to conduct themselves in a quiet and peaceful manner and to refrain from making unreasonably loud noises in the unit or on the LHA’s property.

(d) For tenant, household members and guests: not to injure, endanger, threaten, harass or unreasonably disturb other tenants, the LHA’s officers and employees, and other persons lawfully in the unit or on the LHA’s property.

(e) For tenant, household members and guests: to create no nuisance in the unit, on LHA property, or in its vicinity and to refrain from any and all criminal conduct in the unit, on LHA property, and in its vicinity.

(f) To keep the unit in safe, clean and sanitary condition and to properly store and dispose of all garbage, trash, refuse, and any other waste.

(g) For tenant, household members and guests: to properly use and care for the plumbing and other utility services; and to install no major appliances or waterbeds without prior written authorization from the LHA.

(h) For tenant, household members and guests: to refrain from damaging the unit or any other property of the LHA.

(i) To pay the cost of labor and materials necessary to repair or replace any LHA property damaged or destroyed by the negligence or intentional act of tenant, any household member, or any guest.

(j) For tenant, household members and guests: to keep no pets in the unit or on LHA property except as may be otherwise authorized.

(k) For tenant, household members and guests: to comply with the reasonable rules and policies established by the LHA for its developments.

(l) For tenant, household members and guests: to make or allow no alterations or additions to the unit or other property of the LHA without the LHA’s prior written consent.
To permit access to the unit by the LHA for inspections or routine maintenance following notice of at least 48 hours; in the event of repairs or maintenance in response to a request by tenant, to permit access after reasonable notice; and in the event of an emergency, endangering or appearing to endanger life or property, to permit access after whatever reasonable notice which the circumstance may permit.

To keep all smoke detectors and other fire safety equipment in the unit unobstructed; for tenant, household members, and guests: to do nothing to render any such detector or other fire safety equipment inoperational and to give prompt notice to the LHA of any inoperational detector or other such fire safety equipment.

For tenant, household member, and guests: to vacate promptly upon termination of the lease or, if tenant contests termination of the lease, at other agreed time or time established by court order.

To pay the LHA’s costs in an eviction action commenced because of breach of the lease or because of other good cause for termination of the lease or in an action for voiding the lease pursuant to MGL c. 139 ss19 if the action results in the termination of the lease.

To sign a new lease or lease addendum whenever necessary to reflect a redetermined rent, a change in household size, or change(s) in terms and conditions of tenancy.

For tenant and household members: to participate in any wage, tax, and/or bank match system required by the Department and permissible under law and to provide upon request the information and authorizations necessary for such a wage, tax, and/or bank match.

Subject to any applicable law, for tenant and each other adult household member, to provide the LHA with his or her social security number, and to authorize use of such social security number for use by the LHA for verification of income and assets of the household through the Massachusetts Department of Revenue’s integrated tax system, wage reporting, and bank match systems or similar means of verification.

Reasons for Termination of the Lease

As per 760 CMR 6.06 (6)

(a) tenant’s written notice of termination mailed or delivered to the LHA at least 30 days prior to termination.
(b) Tenant’s nonpayment of some or all rent
(c) Breach or violation by tenant or a household member of any of the material terms of the lease, including but not limited to breach or violation of any of the tenant’s obligations specified in these regulations.
(d) Breach or violation by a guest of the tenant or of a household member of any of the material terms of the lease where the tenant or the household member knew or should have known that there was a reasonable possibility that the guest would engage in misconduct.
(e) Any of the criminal conduct, specified as (1) – (7) in MGL c 121 B ss32 , by tenant or a household member; or any such conduct by a guest of the tenant or of a household member where the tenant know or should have known that there was a reasonable possibility that the guest would engage in misconduct.
(f) Income which exceeds the maximum allowable for a household under applicable regulations or authorization, provided that the LHA may provide an exemption for up to six months if tenant can show there to be a hardship which prevents relocation of the household to unsubsidized housing.

(g) Tenant’s failure to supply complete and accurate information necessary for a rent determination or for a determination of eligibility for continued occupancy; or tenant’s failure to provide reasonable cooperation or authorizations to the LHA in securing verification of such information.

(h) Failure to supply complete and accurate information in tenant’s application for public housing or in tenant’s request for a priority status or for a preference or in the documentation submitted in support of tenant’s application for public housing or in support of a request for a priority status, for a preference, for addition of a household member, or for transfer, if tenant know or should have known the information to be incomplete or inaccurate, and if complete and accurate information would have provided: (1) cause for finding tenant ineligible or unqualified for public housing; (2) cause for determining tenant not entitled to such priority status, preference, or transfer; (3) cause for housing tenant in a smaller unit; or (5) cause for establishing a materially higher rent.

(i) Failure to sign a lease (or a lease amendment) received form the LHA which contain lease provisions approved by the Department or which is required because of changes in composition or income of tenant’s household.

(j) In the event that the tenant has knowledge of a court order barring a person form the LHA’s property or form the tenant’s unit, the failure by tenant or household member to take all necessary steps to exclude such person form the tenant’s unit or the LHA’s property.

(k) After an offer of a replacement unit of appropriate unit size, failure to vacate a unit because of a decrease in household size, modernization work, or other good cause which shall have been approved by the Department.

(l) Failure to pay any amounts owed to the LHA by the tenant pursuant to or in accordance with the terms of the lease.

Grievance Hearing as a Condition of Lease Termination Under Certain Circumstances
The lease shall contain provisions that, after the LHA gives a notice of lease termination to a tenant, the tenant may request a grievance hearing regarding whether good cause exists for terminating the lease, provided that no grievance hearing shall be requested or held under any of the circumstances specified as (1) - (8) in M.G.L. c. 121B §32, including the following circumstances:

(a) in the event of non-payment of rent;

(b) in the event the LHA has reason to believe that tenant or a household member:

(i) has unlawfully caused serious physical harm to another tenant or an employee of the LHA or any other person lawfully on the LHA's property;
(ii) has unlawfully threatened to cause serious physical harm to any member of a tenant household or an LHA employee or any person lawfully on the LHA's property;

(iii) has unlawfully destroyed, vandalized or stolen property of any member of a tenant household or of the LHA or of any person lawfully on the LHA's property, if such conduct involved a serious threat to the health or safety of any such person;

(iv) has unlawfully possessed, carried, or kept a weapon on or adjacent to the LHA's property in violation of M.G.L. c.269 §10;

(v) has unlawfully possessed or used an explosive or incendiary device on or adjacent to the LHA's property or has otherwise violated M.G.L. c. 266 §§101, 102, 102A or 102B;

(vi) has unlawfully possessed, sold, or possessed with intent to distribute a class A, B or C controlled substance, as defined in M.G.L. c. 94C §31, on or adjacent to the LHA's property;

(vii) has engaged in other criminal conduct which has seriously threatened or endangered the health or safety of any member of a tenant household, an LHA employee, or any person lawfully on the LHA's property; or

(viii) has engaged in behavior which would be cause for voiding the lease pursuant to the provisions of M.G.L. c. 139 §19; or

(c) in the event the LHA has reason to believe that a guest of tenant or a guest of a household member has engaged in any of the behavior listed in (b) and that tenant knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in misconduct.

**Grievance Hearing Prior to Lease Termination**

The lease shall provide that in circumstances where a grievance hearing as to lease termination is permissible the following shall apply:

(a) The tenant shall make a written request for a grievance hearing to the LHA within seven (7) days after a notice of lease termination has been given to tenant. The grievance hearing shall be held pursuant to the LHA's grievance procedure. At the grievance hearing any additional reason for termination of the lease, which arose subsequent to the date of the notice of termination, shall be considered so long as the LHA has given written notice to the tenant as to the additional reason not less than three (3) days before the hearing, or, if a reason for eviction shall have arisen within such three day period, a subsequent session of the hearing may be scheduled on not less than three (3) days notice to consider such reason.

(b) In cases where tenant is entitled to a grievance hearing and has made a timely request, the LHA shall not file a summary process summons and complaint pending the hearing and a decision or other resolution in the LHA's favor. The LHA shall schedule such a hearing on a date within thirty (30) days
from the date of a request for a grievance hearing and at least fifteen (15) days prior to the date of termination and shall give written notice of not less than seven (7) days of the time and place to tenant. In the event a decision on a grievance determines that good cause exists for terminating a lease, the LHA may thereupon file the summary process summons and complaint, and there shall be no review of the decision by the Board or the Department.

**Lease Enforcement Tools**

*Trespass Notices and Injunctions*

Other tools which may be available under local state law to resolve lease violating behavior include use of **Trespassing Notices** and **Injunctions**.

A Trespassing Notice can be used to remove either an individual residing in the unit for which the lessee has moved-out or it can be obtained with the support of the lessee to remove an individual who claims to be a guest of the household. Instances of using Trespass Notices to keep unwanted individuals off a development have become more common in certain states. This technique is often used with spouses, boyfriends, girlfriends, children not on the lease or guests of children in the household whose behavior puts the household at risk of eviction. In these cases, the Property Manager informs a head of household of the specific problems and obtains their support in securing a no-trespass order.

In some states, local law permits landlords to obtain injunctions which remove individuals from the development. The circumstances under which such injunctions are available are usually narrowly defined. The can include illegal activity in the unit such as drug possession or sale, prostitution, illegal gaming and illegal sale of alcohol. A conviction is not usually required as a police report and, in the case of illegal drugs, a laboratory report is often sufficient to obtain the injunction. In some cases, injunctions, which have greater penalties than no-trespass actions can be obtained against former guests of a household.
9. Termination of Tenancy

One measure of effective property management is the turn-around of vacant units. Vacant units represent loss of income and although operating budgets are developed to allow for vacancy loss, this should be minimized to the greatest extent possible.

**Voluntary Termination of Tenancy**

The LHA requires a thirty (30) day notice for all voluntary lease termination. This type of notice is essential for the smooth operation of each development. With adequate notice, marketing and maintenance activities can be coordinated and rent loss can be kept at a minimum.

Managers should have residents use the Notice of Termination and Surrender which is found in the exhibits. Using this form, residents may designate a third party to enter and remove the tenant’s possessions. This is especially useful at developments with a significant population of elders.

The manager must conduct a pre-vacate inspection to determine what if any damages may exist. The inspection provides opportunity for the resident to settle any issues related to damages prior to move-out. Residents should be permitted to make own repairs prior to move-out and have unit re-inspected.

Residents usually want to depart in “good standing”. The property should be prepared to use security deposits, seek damage claims through small claims court actions and report residents who fail to pay damage claims to credit reporting agencies. Make clear to all residents at initial lease-up and at recertification (or by periodic notice if “skipping” is a problem) that the property will take steps that will leave a record which other landlords and businesses will find.

Until unit keys are returned the unit remains under lease to the resident. Tenant must specify date that the keys will be returned on the Notice of Termination and Surrender. Rent will be prorated for each day that a resident retains unit keys.

**Termination Without Notice**

When a Property Manager has reason to believe that a resident has moved-out without notice, the Property Manager should verify this by the following actions:

1. a unit inspection to determine if household and personal possession have been removed
2. contact the post office to determine if mail forwarding has been arranged.

A notice should be sent certified mail to the unit address informing the resident that the Management agent has reason to believe that the unit has been abandoned. Inform the head of household of the thirty (30) day notice requirements

Rent is charged for the 30 day notice period which was not provided but is required in the lease. Property Manager should start abandonment procedures.
If a tenant vacates after the issuance of a Notice to Quit but before it expires, rent will be charged as it becomes due during this period. If a tenant remains in residence after the expiration of a Notice to Quit, rent should be charged for each day beyond the end of the Notice of Quit that the resident remains.

**Death of a Sole Occupant**

The Manager should contact the individual indicated as the emergency contact on the lease. This person can remove the tenant’s possession, but they should complete a Notice of Termination and Surrender.

Rent should be prorated to the date the keys are returned. Any balance owed will be sent to the emergency contact listed on the lease.

If no individual was designated as the emergency contact, then attempts to reach family should be made. If no family member is available, then any personal property belonging to Tenant, other household members or guests, which is not removed from the leased premises and from LHA’s property following the termination of the lease and departure of Tenant, shall be treated as abandoned and may be disposed of by LHA.
10. Grievance Policy & Procedures

**Purpose**

This Grievance Policy and Procedures are intended to assure that Lynn Housing Authority residents are afforded an opportunity for a fair and open hearing if the resident disputes any LHA action or failure to act involving the resident's lease with the LHA or other LHA rules or regulations which adversely affect the individual resident's rights, duties, welfare, or status. The Grievance Procedure is not intended as a forum for initiating or negotiating policy changes with the Authority's Management or Board of Commissioners. Issues of a policy nature may be addressed directly to the Management of the Authority whose decisions may be appealed to the LHA Board of Commissioners.

**Initiation of Grievance**

A grievance regarding whether good cause exists for terminating a lease shall be initiated by a tenant in writing and shall be mailed or delivered to the LHA at its main office within seven days after a notice of lease termination has been given to tenant by the LHA.

A grievance regarding some other matter shall be initiated by a grievant in writing and shall be mailed or delivered to the LHA at its main office, or at a development office if so specified, no more than 14 days after the date on which the grievant first became aware or should have become aware of the subject matter of the grievance, provided that the LHA shall have discretion to permit a grievance to be initiated late.

The LHA shall permit additional time for initiation of a grievance if the LHA shall find that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the LHA.

**Informal Settlement Conference**

Promptly after the initiation of a grievance, unless otherwise provided, the LHA’s Executive Director or his or her designee shall give the grievant the opportunity to discuss the grievance informally in an attempt to settle the grievance informally in an attempt to settle the grievance without necessity of a grievance hearing. The LHA shall give reasonable advance notice to the grievant and his or her representative (if any) of a time and place for an informal settlement conference, unless such a conference shall have taken place when the grievance was delivered to the LHA. If a matter is not resolved at the informal settlement conference, a grievance hearing shall be held. Failure to attend an informal settlement conference shall not affect a grievant’s right to a grievance hearing.

**Scheduling of Hearings**

A grievance hearing regarding whether good cause exists for terminating a lease shall be scheduled within fourteen (14) days or as soon as reasonably practical after the date on which the LHA receives
the grievance. A hearing of a grievance regarding some other issue, shall be scheduled as soon as reasonably convenient following receipt of the grievance.

The LHA shall give reasonable advance written notice of the time and place of the hearing to the grievant and to his or her representative (if any). The LHA, or the hearing officer may reschedule a hearing by agreement or upon showing by grievant or by the LHA that rescheduling is reasonably necessary.

**Pre-Hearing Examination of Relevant Documents**

Prior to a grievance hearing the LHA shall give the grievant or his or her representative a reasonable opportunity to examine LHA documents which are directly relevant to the grievance. Following a timely request, the LHA shall provide copies of such documents to grievant and, for good cause (including financial hardship), may waive the charge for the copies.

**Persons Entitled to be Present**

The grievance hearing shall be private unless the grievant requests that it be open to the public. If the grievant requests an open hearing, the hearing shall be open to the public unless the hearing officer otherwise orders. The LHA and the grievant shall be entitled to specify a reasonable number of persons who may be present at a private hearing. A challenge to the presence of any such person shall be decided by the hearing officer. At the hearing the LHA and the grievant may be represented by a lawyer or by a non-lawyer. Each person present at the hearing shall conduct himself or herself in an orderly manner or he or she shall be excluded. If the grievant misbehaves at the hearing, the hearing officer may take other appropriate measures to deal with the misbehavior, including dismissing the grievance.

**Procedure at Grievance Hearings**

The hearing officer shall conduct the grievance hearing in a fair manner without undue delay. The hearing officer shall initially take appropriate steps to define the issues. Thereafter, relevant information, including testimony of witnesses and written material, shall be received regarding such issues. Both the grievant and the LHA shall be entitled to question each other’s witnesses.

Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The hearing shall be tape-recorded. The hearing officer may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations and LHA rules and policies. The hearing officer may request the LHA or the grievant to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information.

**Decision of the Hearing Officer**

Within fourteen (14) days following the hearing or as soon as thereafter as reasonably possible the hearing officer shall provide the LHA with a written decision on the grievance, describing the factual
situation and ordering whatever relief, if any, that shall be appropriate under the circumstances and under applicable laws, regulations, rules and/or policies. The decision shall be based on the evidence at the grievance hearing and such additional information as may have been requested by the hearing officer. The LHA shall mail or otherwise deliver a copy of the decision to the grievant and his or her representative. A copy of the decision (with names and personal identifiers deleted) shall thereafter be maintained at the LHA and shall be open to public inspection.

**Review by the LHA’s Board**

In grievances where the decision concerns whether good cause exists for terminating a lease, there shall be no review by the LHA’s Board. In other cases, in the event that the grievant or the LHA believes that (1) the decision of the hearing officer is not supported by facts, (2) the decision does not correctly apply applicable laws, regulations, rules and/or policies, or (3) the subject matter is not grievable, within 14 days of mailing or other delivery of the decision, the grievant or the LHA may request review of the decision by the LHA’s Board. The Board shall promptly decide whether to uphold, set aside or modify the decision after permitting the LHA and grievant to make oral presentations and submit documentation. The Board may also permit the hearing officer to make a presentation. The decision of the Board shall be in writing and shall explain its reasoning. If a written decision is not rendered within forty-five (45) days from the date a review is requested, the decision of the Board, when rendered, shall specify a reason showing that there has been no undue delay.

**Review by the Department (DHCD)**

In the event the LHA’s Board shall make a material change in a decision of the hearing officer, upon written request of the grievant made within 14 days of mailing or other delivery of the decision, the Department shall review the Board’s decision and shall render a written decision upholding, setting aside or modifying the decision of the Board.

**Effect of a Decision on a Grievance**

The decision on a grievance shall be binding between the LHA and the grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter which has been subject to decision on a grievance, the court’s determination on the matter shall supersede the decision on the grievance. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the LHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.
11. EXHIBITS

EXHIBIT 1 - Tenant Participation/Local Tenant Organization (LTO)

Participation by tenants and household members through effective tenant organizations is beneficial to the administration of public housing. Cooperative working relationships enhance housing programs and benefit both LHAs and residents. The purpose of this subsection is to encourage the formation of representative organizations and to provide such organizations with the opportunity to be heard on and participate in matters affecting the interests of the residents.

Recognition of Local Tenant Organizations and Revocation of Recognition

(a) Recognition Where a Local Tenant Organization (LTO) Has Not Been Recognized. The LHA shall encourage and assist public housing tenants and adult household members (referred to in this subsection as the "residents") to form an LTO to represent the residents in dealing with the LHA on matters which affect the rights, status, duties, welfare, or other interests of tenants and their household members. An association of residents may submit a written request to the LHA to recognize the association as an LTO. A city-wide or town-wide LTO may also represent adult program participants in the Massachusetts Rental Voucher Program (MRVP) and the Alternative Housing Voucher Program (AHVP) who hold vouchers administered by the LHA. In its request for recognition, an association shall demonstrate the following:

(i) Persons Represented. That the association is and will be representative of one of the following groups: all residents of state-aided public housing city-wide or town-wide; all residents in state-aided family housing; all residents in state-aided elderly/handicapped housing; or all residents in a particular state-aided development.

(ii) Participation by Residents. That the association does not and will not impose any unreasonable restriction on participation by any resident whom it represents.

(iii) Purpose of Representation. That the purpose of the association is and will be to provide representation for residents in matters which affect the rights, status, duties, or other common interests of tenants and their household members, and to seek and maintain a cooperative working relationship with the LHA.

(iv) Written Rules or By-Laws. That the association is and will be governed by written rules or by-laws which may be changed only by a majority vote of the residents present at a meeting for which there has been reasonable advance written notice (prominent posting at all involved developments may suffice) of time, date, and purpose.

(v) Meetings. That regular meetings are held and will be held at least twice per year at times and places which shall be reasonably convenient; that reasonable advance notice will be given of these meetings which are and will be open to attendance by residents; and that residents have and will have reasonable opportunity to make known their views on matters of common interest.
(vi) Officers. That the association's officers are and will be elected from residents whom the association represents.

(vii) Elections. That election of officers will be held on a regular basis not less than every three years pursuant to a fair election procedure which shall impose no unnecessary restrictions on candidates desiring to run for office and which shall entitle every represented resident to vote after reasonable notice of the time and place of the election; that each election shall be supervised by a disinterested person with experience in supervising elections who shall provide the LHA with a certificate attesting to the fairness of the election.

(viii) Special Elections. That a special election shall be held no more than once a year upon written request which specifies the reason for the special election and which is signed by one or more residents in twenty percent (20%) or more of the households represented.

The LHA shall grant an association recognition as an LTO if the association has adopted and implemented written rules or by-laws which set out the substance of all of the requirements in paragraphs (a)(i) - (a)(viii) and if there shall be no other LTO which is active (i.e., has held at least one meeting during the prior 12 months) and which has been previously recognized for the same group of residents, and if there shall be no other competing association seeking recognition as LTO for the same group of residents. A copy of the association's written rules or by-laws shall be submitted to the LHA with the association's request for recognition as an LTO and shall be available to the residents upon request.

(b) Recognition When There is More Than One Candidate for Recognition. An LHA shall not recognize more than one LTO to represent any of the following groups in state-aided public housing: residents city-wide or town-wide; residents in family housing; residents in elderly/handicapped housing; or residents in a particular development. The LHA shall recognize as an LTO a qualifying association which represents one of these groups so long as the group is not already represented by an LTO. An association shall not seek recognition as an LTO if the group of residents represented by the association is already represented by an active LTO.

If two or more qualified associations are candidates for recognition as LTO for the same group of residents, the LHA shall meet with the candidates and encourage them to agree on a single candidate. If the candidates cannot agree within a reasonable time, the LHA shall recognize the candidate which the LHA determines will best represent the residents. In making this determination the LHA shall consider all relevant circumstances, including the following:

(i) the reliably documented numbers of residents participating at the association's previous election(s).

(ii) the reliably documented numbers of residents attending the association's prior meeting(s).

(iii) the association's efforts to encourage participation by residents.
(iv) the ease with which residents participate in the association's activities, including the time and place of meetings, the effectiveness of notice procedures, the procedures governing participation at the meetings, and the inclusiveness of the nominating procedure.

The LHA shall mail its written decision which may recognize one of the candidates as LTO and which shall deny recognition of the other(s) with an explanation of its reasons, to each of the candidates.

(c) Department Review of the LHA's Decision on Recognition. If an association is dissatisfied with a decision of the LHA denying recognition of the association as an LTO, the association may, within thirty (30) days of the date that the LHA's decision was mailed to the association, request in writing that the Department review the LHA's decision to deny recognition and (if another association has been recognized) the LHA's decision to recognize that other association.

Upon review, the Department may uphold or set aside the LHA's decision denying recognition of an association as an LTO and the decision (if any) recognizing another association as LTO. The LHA and each association involved shall be entitled to submit written argument and documentation to the Department in support of their positions. The decision of the Department shall be in writing and shall explain the reasoning of the Department. The decision shall be mailed to the LHA and each association involved.

(d) Revocation of Recognition. An LHA may request that the Department revoke recognition of an LTO (i) in the event of the LTO's material failure to follow its rules or by-laws insofar as they are required in (a) above; (ii) in the event of the LTO's material failure to follow the provisions of applicable law, including regulations of the Department; or (iii) in the event of the LTO's substantial misuse of funding, space or supplies provided by the LHA. Failure to hold regular meetings open to residents or failure to hold fair elections are examples of cause for revocation of recognition. Prior to requesting that the Department revoke recognition of an LTO, the LHA shall provide a written warning to the LTO that it is considering requesting revocation of recognition and shall specify the reason(s) in detail. The LHA may, if appropriate, include a description of measures which the LHA deems necessary for the LTO to take to cure the violation.

If the LHA requests that the Department revoke recognition of an LTO, its request shall be in writing and shall include a detailed specification of the reasons and a copy of its written warning to the LTO. A copy of the LHA's request shall be provided by the LHA to the LTO which shall have thirty days within which to file a written opposition to the request with the Department. If the LTO opposes the request, the Department shall determine the facts and, if the Department finds that there has been a material failure by the LTO to follow rules, by-laws, or applicable law, or a substantial misuse of funding, space or supplies without any good excuse, the Department may revoke recognition of the LTO or, if circumstances shall warrant a lesser sanction, may impose a lesser sanction which the Department deems to be appropriate. The decision of the Department shall be in writing and copies shall be provided to the LHA and LTO.

(e) Transitional Rule for Existing LTOs. The recognition of an LTO prior to the effective date of this regulation shall continue in full force and effect unless recognition is revoked as provided in (d) above. Any LTO existing on the effective date of this regulation shall adopt and follow written rules or by-laws
setting out the substance of the requirements in (a) above within a reasonable time following the effective date of this regulation. Any change, which is not legally or practically possible, shall not be required provided that the LTO submits to the LHA written documentation showing that the change is not legally or practically possible.

**LTO Participation**

The LHA and each LTO shall negotiate an agreement regarding resident participation. The agreement shall be responsive to and reflective of resident participation appropriate under local circumstances. The agreement shall be for a term of no more than seven years. The agreement may be renewed for additional term(s) if the LHA and LTO agree at the time of renewal. Where more than one LTO exists, the agreement shall be reflective of the consequences of multiple representation. The agreement and any renewal shall be subject to disapproval in whole or in part by the Department for good cause at any time; the Department shall communicate any such disapproval and specify the good cause in writing to the LHA and the affected LTO(s). Absent an agreement between the LHA and LTO approved by the Department regarding resident participation, the following terms for resident participation shall be in effect at an LHA:

(a) **Meetings.** The executive director of the LHA, or a designee with authority to speak for the LHA, shall schedule meetings regularly at convenient times and places with the LTO(s) separately or jointly. Such a meeting need not be public so long as a quorum of the LHA's Board is not present. At least ten (10) working days beforehand, the LHA shall notify each affected LTO of the date, time and place of the meeting. Either the LHA or an LTO may schedule an agenda item for the meeting by giving at least two days advance written notice to the other(s). If no agenda item is so scheduled, the meeting may be canceled by the LHA with advance notice to the LTO(s). Both the LHA and the LTO(s) shall attend the meeting if one or more agenda items have been scheduled.

(b) **Availability and Copies of Documents.** The LHA shall permit an LTO to inspect all written policies, procedures, rules, regulations, leases, and other forms in use at the LHA. Personal information, which is not public, shall not be made available. The LTO may request copies of documents subject to inspection, and the LHA shall not charge for these copies so long as the LTO's request for copies shall be reasonable in number and shall not specify documents of which the LHA has recently provided copies to the LTO.

(c) **LTO Funding by the LHA.** Upon request the LHA shall fund all LTOs in a city or town at the annual rate of $3.00 per public housing unit occupied or available for occupancy by residents represented by such LTO(s) or an annual total of $250.00 for all such LTO(s), whichever is more; provided, however, that the LTO(s) and the LHA may agree to total funding not to exceed $6.00 per unit so occupied, if the LTO(s) shall have convinced the LHA of a need for additional funds.

If more than one LTO represents the same residents, the LTOs involved shall equally share the allocation of the funding attributable to these residents. The LHA shall disburse such funds to an LTO pursuant to an approved budget, which provides that funds will be used only for the LTO's ordinary and necessary business expenses and authorized activities (excluding social activities) with respect to state-aided housing programs. The LTO shall not make any expenditure of funds received from the LHA.
except in accordance with such a budget approved by the LHA which shall not withhold approval without good cause.

(d) Office Space. Upon request and upon a demonstration of particularized need, an LHA, without charge, shall provide an LTO which represents residents in state-aided public housing with a reasonable amount of space suitable for use as an office, which in the LHA's discretion may be shared, if suitable space at the LHA shall be available for such purposes or can reasonably be made available for such purposes without significant cost or inconvenience to the LHA so long as the space is used by the LTO solely for purposes of such representation and is maintained by the LTO in a clean and safe condition and so long as the LTO's need for the space continues and the space is not reasonably necessary for the LHA's other needs.

(e) Telephone Service for Large LTOs. If an LTO shall have made a documented demonstration of particularized need for local telephone service, upon presentation of the monthly statement, the LHA, without charge, shall reimburse an LTO, which represents residents in more than one hundred (100) state-aided public housing units, for the minimum cost of basic local telephone service so long as the telephone service has been used solely for local calls concerning representation of residents in state-aided public housing and for no other purpose and so long as the LTO's particularized need for local telephone service continues and is adequately documented when the LHA so requests.

(f) Meeting Space. Whenever possible, the LHA shall make community space or other appropriate space available for LTO meetings. The LHA and LTO shall cooperate in securing meeting space and in scheduling so that LTO meetings may be held at places and times convenient for the residents.

(g) Consultation Between LHA and LTO In Certain Matters. Whenever an LHA proposes to adopt or amend a rule or policy which will affect the rights, status, duties or welfare of residents or to request a waiver of regulatory requirements affecting such rights, status, duties or welfare, the LHA shall first seek the LTO's advice and include the proposal as an agenda item for discussion at a meeting between the LHA and LTO as provided in (a) above. The LTO shall also be given reasonable opportunity to appear and make known to the Board any objection to such a rule or policy at a board meeting. The Board shall deal with each such objection on its merits.

In the case of an application for modernization funds, the tenant participation requirements in 760 CMR 11.00 shall be followed by the LHA.

Prior to submitting a budget request to the Department the LHA shall first seek the LTO's advice and shall include the budget request as an agenda item for discussion at a meeting as provided in (a) above. The LTO shall also be given a reasonable opportunity to appear and make known to the Board its concerns with such budget request at a board meeting.

(h) Review by the Department. Promptly after the Board's vote on a rule or policy, a request for waiver, or a budget request, for which approval by the Department is necessary, an LTO may communicate an objection or concern to the Department in writing, with a copy to the LHA, and the Department shall consider such objection or concern in determining its action on the matter.
(i) Posting of Rules and Regulations. The LHA shall post and shall keep posted in a conspicuous place in its central office and, if practical, in each development, all rules and policies of the LHA and the regulations of the Department which affect the rights, status, duties or welfare of tenants and their households. If postings are repeatedly removed, destroyed or defaced, the LHA shall take reasonable alternative measures to make the material conveniently available to tenants. Absence of a posting shall not affect the validity or applicability of rules, policies or regulations. Upon request, a tenant shall, without charge, be provided with one copy of an applicable rule, policy or regulation; the LHA may charge a reasonable fee for providing a duplicate copy or copies to the tenant.

(jj) Preference for Tenants in LHA Hiring. The LHA shall notify all LTOs whenever a job at the LHA becomes available to outside candidates and is not covered by an applicable internal promotion policy. All such jobs shall also be posted in the LHA's central office. The fact that a candidate is a tenant or household member is a factor to be considered by the LHA in the candidate's favor. In the event that two or more candidates are otherwise equally qualified but one is a tenant or household member, that fact shall entitle the candidate to be considered more qualified than any otherwise equally qualified candidate who is not a tenant or a household member. This preference shall not apply if the effect of applying the preference would be to exacerbate a significant under representation of minorities in the LHA's workforce.

(kk) LTO Participation in Hiring. Prior to filling a position (including promotions pursuant to an applicable internal promotion policy) in which the employee to be hired will have direct dealings with the residents, the Executive Director (or the LHA where the employee to be hired is the Executive Director) shall afford each LTO the opportunity to examine resumes of all candidates, to express the LTO's view of the qualifications of some or all of the candidates (such expressions shall be objective), to recommend one or more of these candidates to be interviewed, to participate in interviews of the candidates who are interviewed, and to make a recommendation about which candidate should be hired. In the event that the Executive Director or the LHA shall choose to conduct a preliminary screening of the resumes of candidates, the LTO(s) shall not have the opportunity to examine resumes of candidates eliminated by such preliminary screening. Without a prior written agreement which details specific procedures to be followed, the LTO shall not check a candidate's references, either commercial or personal, contact his or her employers, past or present, independently arrange for an interview of a candidate, or conduct activities which infringe on the candidate's privacy.

(ll) LHA Board Meetings. The LHA shall provide each LTO with reasonable prior notice of all regular and special board meetings and a copy of the agenda for each such meeting. The agenda for every meeting of the LHA shall provide a reasonable opportunity for the LTO(s) to be heard on agenda items so long as the agenda items directly bear on common rights, duties or interests of tenants and/or household members and not on grievable matters regarding individual tenants.
EXHIBIT 2 - Pet Ownership in Elderly/Handicapped Housing

LHA Approval of Pet Ownership in Elderly/Handicapped Housing

The LHA shall attach an application for pet ownership to every lease of a unit in elderly/handicapped housing. Each tenant (including a prospective tenant about to sign a lease) who seeks to keep a pet (other than caged birds, which are not unreasonably noisy, or fish in tanks) shall first ask for the LHA's approval of an application for pet ownership. If a tenant does not own a pet at the time, he or she may ask for conditional approval of an application, and the LHA may approve pet ownership by the tenant conditional upon his or her subsequent satisfaction of stated conditions. Upon approval of an application by the LHA, the tenant shall sign a pet rider to the lease. Following approval of an application by the LHA and prior to keeping the pet, the tenant shall post the requisite security deposit with the LHA.

Application for Department Approval of Pet Ownership in Elderly/Handicapped Housing

In the event an LHA denies an application for pet ownership, it shall notify the tenant in writing of the reasons for denial and the tenant's right to appeal to the Department, and it shall specify the time for appeal and the documentation required to be submitted with the appeal. The tenant (including a prospective tenant about to sign a lease) may, within fourteen (14) days of receipt of the denial, appeal to the Department for permission to keep a pet. In seeking permission from the Department, the tenant or prospective tenant shall provide the following documentation (or an explanation why the documentation is not reasonably available):

(a) a copy of the completed application for pet ownership and the LHA's denial of the application;

(b) a color photo and identifying description of the proposed pet;

(c) the name, address and telephone number of a veterinarian and his or her statement of the current health, weight and age of the proposed pet;

(d) veterinary certificates of spaying or neutering and of all inoculations and testing required by the guidelines;

(e) a dog license if such a license is required by the municipality;

(f) the names, addresses and telephone numbers of two responsible persons, who are prepared to assume immediate responsibility for the care of the pet in an emergency; and

(g) a statement that the tenant is prepared to post a security deposit of one hundred sixty dollars or one month's rent (whichever is less).

The Department shall review the documentation and any other relevant information and shall render a prompt written decision approving or disapproving the application. The Department may make appropriate conditions in approving the application.
The Pet Committee and the Pet Grievance Panel. The pet committee at an LHA shall accept and attempt to resolve any complaint made concerning a pet by any resident of elderly/handicapped c. 667 housing. If the pet committee fails to resolve a matter or if the pet owner or a complaining party is dissatisfied with the pet committee's resolution, a request for a hearing before the pet grievance panel may be made in accordance with the pet guidelines. Decisions of the pet grievance panel shall be binding.

A tenant's material failure to comply with a decision of the pet grievance panel shall be sufficient cause for termination of the tenant's lease and eviction. A tenant facing eviction as a result of his or her failure to comply with a pet grievance panel decision shall have no right to a grievance hearing prior to institution of eviction proceedings. If a pet grievance panel does not exist at an LHA, a tenant or a complaining party may file a grievance regarding a pet under the grievance procedure (see 760 CMR 6.08) in effect for the development in which the pet is kept.