

760 CMR: DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

760 CMR 53.00: ALTERNATIVE HOUSING VOUCHER PROGRAM

Section

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53.01: Scope and Purpose: Effective Date

- (1) 760 CMR: 53.00 is promulgated to establish standards and procedures for the provision of rental assistance to units occupied by handicapped persons of low income pursuant to St. 1995, c. 179, § 16.
- (2) 760 CMR 53:00 shall take effect upon promulgation.

53.02: Definitions

Appropriate Unit Size - A unit size assigned so that it will not be necessary for persons of the opposite sex, other than husband and wife, to occupy the same bedroom, except that children under the age of six, shall be expected to share a bedroom. A unit size shall be assigned so as not to require use of the living room for sleeping purposes.

Ceiling Rent - the Ceiling Rent shall be the maximum amount of rent payable for a unit occupied by a Participant. The Department shall, from time to time, issue a Schedule of Ceiling Rents.

Contract Rent - the total monthly rent specified in a lease, a Request for Program Payment and a Voucher Payment Contract for a Contract Unit, occupied by a Participant. The Contract Rent includes the value of the Voucher paid by the LHA, and the amount of the Participant's share of rent.

Contract Unit - a unit occupied by a Participant for which the Participant submits a Request for Program Payment, enters into a lease with the owner, and for which the Owner or Owner's Agent and LHA sign a Voucher Payment Contract.

Department - the Department of Community Affairs (DCA), or any successor agency.

Family Applicant - a household consisting of:

- (a) two or more persons who will live regularly in the unit as a primary residence:
 - 1. whose income and resources are available to meet the family's needs; and
 - 2. are either related by blood, marriage, or operation of law, or have otherwise evidenced a stable family relationship.
- (b) a single individual.

A member of a household shall be considered to be living regularly with the Family Applicant if temporarily absent for reasons such as hospitalization, duty assignment, employment, school attendance in another location, or temporarily in the custody of the Department of Social Services.

Handicapped Person - a person who meets the definition of handicapped person of low income appearing at M.G.L. c. 121B, §1 and 760 CMR 5.00.

Local Housing Agency (LHA) - a Local Housing Authority, a Regional Non-Profit Corporation or other entity under contract to the Department to administer the Alternative Housing Voucher Program.

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Local Housing Authority - a public body politic and corporate created pursuant to M.G.L. c. 121B or equivalent earlier or special law.

Participant - one or more persons certified as collectively eligible for the Alternative Housing Voucher Program who are listed by the LHA as authorized to reside together in one unit which will be his/her or their Primary Residence, and for which Voucher payments are made.

Primary Residence - principal home (domicile) occupied by a household member not less than nine months of the year.

Program - Alternative Housing Voucher Program (AHVP).

Rent - payments pursuant to a lease or other agreement for the Participant's occupancy of a Contract Unit. Rent does not include payments made by the Participant separately for the cost of heat, cooking fuel, and/or electricity.

Suitable Permanent Housing - A unit located by the Participant to which the Participant would transition from the Program.

Suitable Unit - a dwelling unit for which a Voucher Payment Contract is to be entered into. The unit must be:

- (a) intended solely for occupancy by the Participant and as the Participant's primary residence;
- (b) of an appropriate unit size for the Participant;
- (c) in compliance with Article II of the State Sanitary Code (including lead paint laws, whenever the Household includes a child under the age of six years), State Building Code and other applicable laws;
- (d) rented at an amount not to exceed the applicable Ceiling Rents.

Voucher Holder - a household which has been accepted into the Program and to which a Voucher has been issued. When the Household locates a Suitable Unit, executes a lease, and the LHA begins making Voucher payments, the Voucher Holder becomes a Participant.

Voucher Payment - an amount paid by an LHA to an Owner or Owner's Agent which represents the difference between the total rent for a unit and the Participant's share, as determined by the LHA. The Voucher Payment shall be specified in the Voucher Payment Contract.

53.03: Eligibility and Qualification for Program Participation

Eligibility of All Handicapped Households:

- (1) An eligible Household is one which includes a Non-Elderly Handicapped Person who has not attained the age of 60, and which is financially eligible pursuant to 760 CMR 5.00
- (2) A qualified Household is one in which every household member has been qualified in accordance with 760 CMR 5.07. All members of an applicant household who are not current residents of c. 667 housing, shall be screened in order to determine whether they are qualified.
- (3) In order to remain eligible for the Program a Participant must be a tenant in good standing. A tenant shall be deemed to be in good standing unless the tenant:
 - (a) Owes back rent to an LHA and has not entered into a repayment agreement, or has failed to stay current with a repayment agreement, or
 - (b) Owes damages or vacancy loss payments to an LHA and has not entered into a repayment agreement, or has failed to stay current with a repayment agreement, or
 - (c) Has failed to comply with all the terms of any repayment agreement, including repeated late payments or partial payments without prior LHA approval, or
 - (d) Has committed fraud against the Program, or any other state-aided housing program within the last five years, or

(e) Has been evicted for good cause from a Contract Unit, or

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- (f) Has committed a civil or criminal violation of the state Civil Rights Act or has committed a crime of physical violence to persons, or other criminal acts including all drug related crimes, which if repeated in housing, would interfere with the health, safety, security, or peaceful enjoyment of management or other tenants, the landlord or other persons lawfully on the premises or would adversely affect the physical environment of the other tenants, the landlord or other persons lawfully on the premises.
- (g) Has failed to comply with the terms of the Program voucher.

53.04: Tenant Selection and Transfer

- (1) LHA's shall select applicants in accordance with 760 CMR 5.00, and in accordance with Department Guidelines.
- (2) Resident Transfers to the AHVP. A LHA may decide at anytime to offer a transfer for administrative reasons to a tenant who has made a valid request for transfer to the Program if the tenant meets both of the following requirements:
 - (a) The tenant must presently be a resident of c. 667 (Elderly/Handicapped) Housing.
 - (b) The tenant is a member of a Handicapped Household.Offers shall be made to applicants in the order of their requests for transfers for administrative reasons.

53.05: Mobility

- (1) A Voucher holder residing in a given municipality may move anywhere in the state without jeopardizing program eligibility. When a Participant relocates from one LHA's jurisdiction to another, the Voucher will be administered by the LHA in the city or town where the Participant takes up residence and the value of the Voucher will be determined by the receiving LHA.
- (2) When Participants relocate from one municipality to another, Voucher assistance will not be payable to a Participant who relocates into any Federal Census tracts where according to 1990 Federal Census data at least 40% of the residents have incomes at or below the then current Federal Poverty Level Standard.
- (3) In areas where a Local Housing Authority does not exist, or elects not to participate in the program, the Voucher will be administered by a Regional Non-profit Housing Agency, or other entity, as approved by Department.

53.06: Determination of the Value of the Voucher and the Participant's Income

- (1) Income. A household's net household income shall be determined in the manner specified in 760 CMR 7.00, Determination of Rents in State-Aided Public Housing.
- (2) Program Participants shall be obligated to pay as their share of rent for a Contract Unit, 25% of their Net Household Income if some or no utilities are included in the Rent and 30% of their Net Household Income if all utilities are included in the Rent. The value of the Voucher shall be the difference between the total Rent and the Participant's share of Rent, provided that the total Rent may not exceed the applicable Ceiling Rent.
- (3) Determination of Value of Voucher on Annual Basis. At least once in every 12 month period, the Participant shall complete and file with the LHA a continued occupancy form, providing accurate information as to income, employment, and composition. The LHA shall then determine whether the Participant's Voucher value and share of Rent should be adjusted, whether a Participant's authorized unit size is still appropriate for Participant's needs, and whether the Participant is eligible for continued program participation. If the Participant's share of the rent is adjusted, the value of the voucher shall be appropriately adjusted. If the Participant relocates, the Participant's income is subject to be fully redetermined at that time.

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(4) Changes in Voucher Value Between Regular Redetermination Dates.

(a) When monthly income of the household decreases, an increase in the value of the Voucher shall be made when requested by the Participant. The changed Voucher value will be effective on the next regular payment date following the report to the LHA and verification of the lower income.

(b) Participants shall inform the LHA of all increases in monthly income of the household of 10% or more within 30 days of such increases. If the Participant's Voucher changes because of the increased income, the changed Voucher value shall be effective on the first payment date of the second month following submission of the new income information. A Participant's failure to report an increase in gross income shall be grounds for termination of program participation by the Participant if such increase, if reported, would have resulted in a decreased Voucher value. In the event that the Participant is not terminated, the Voucher value shall be adjusted retroactive to the date such change would have taken effect had the increase been properly reported, and the LHA may enter into a repayment agreement.

(c) Participants shall inform the LHA of all changes in household size and/or composition within 30 days of such changes. At the time that the size of the household is reported, the net income and Voucher value shall be reviewed and revised. If the Participant's net income has decreased, the Voucher value shall be changed effective the first payment date following the report and verification of change in household size. If the Participant's net income increased, the Voucher value shall be changed effective on the first payment date of the second month following the report of change in household unless such change was not reported within the required 30 days. A Participant's failure to report such a change shall be grounds for termination of program participation by the Participant if the changes would have resulted, if reported, in a decreased Voucher value. In the event that the Participant is not terminated, the Voucher value shall be adjusted retroactive to the date such change would have taken effect had the household change been properly reported and the LHA may enter into a repayment agreement.

(d) Voucher values shall be adjusted whenever necessary to comply with 760 CMR 53.00, other regulations, or applicable law.

(5) Verification of Income.

(a) Participant shall, under the pains and penalties of perjury, provide complete, accurate and documented verification for all income and deductions claimed for the household.

(b) Third party verification, in accordance with Department guidelines, shall be obtained to determine net income of Participant's household.

(c) Each Participant and each member of the Participant's household shall provide the LHA with their social security number.

(d) All LHAs shall participate in any wage and bank match system required for the Program.

(e) A Participant's failure to comply with such program requirements is grounds for termination from the Alternative Housing Voucher Program.

53.07: Leasing and Contracting - Timetable

(1) After an applicant is determined eligible and qualified by an LHA, the LHA shall immediately issue a Voucher, if a Voucher is available, to that applicant who then shall become a Voucher Holder. The Voucher shall be valid for a period of 120 days from the date of issuance. The 120 day time period may be suspended for one time period of 30 days or less if the Voucher Holder, for reasons of hardship, is unable to search for suitable housing. Evidence of hardship must be submitted to the LHA in order for consideration of the suspension of time.

(2) Within 120 days of issuance/reissuance of a Voucher, a Voucher Holder shall submit a Request for Program Payment for a proposed Contract Unit to the administrating LHA. The Voucher Holder or the Owner or Owner's Agent must also supply the LHA with a certification from the Local Board of Health or other local code enforcement entity that the unit is in compliance with Article II of the State Sanitary Code and (if applicable) a certification from a Certified Lead Inspector that the contract unit is in compliance with applicable lead paint law. Any cost(s) incurred as a result of this requirement shall be borne by the Owner or Owner's Agent.

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(3) Upon receipt of the necessary documentation, the LHA shall enter into a Voucher Payment Contract with the Owner of the Contract Unit, or the Owner's Agent, on behalf of the Voucher Holder (later referred to as the Participant).

(4) While a Voucher Payment Contract is in effect, the terms and conditions of the Participant's Voucher shall remain in effect for the period of time that the Participant occupies the Contract Unit or until otherwise terminated. When a Participant chooses or is required to move, the Participant shall give a calendar months written notice to the LHA and to the Owner or Owner's Agent. If a Participant moves and remains eligible, the LHA shall issue a new Voucher, and the Participant shall have 120 days to locate a Suitable Unit.

(5) If the Participant does not locate a Suitable Unit, within 120 days, the Voucher will expire, and the Participant shall not be entitled to further benefits.

53.08: Leasing and Contracting - Documents

Documents to be used in administering the Program shall include but not be limited to the following:

(1) Annual Contributions Contract (ACC). The ACC shall set out the duties and obligations of both the Department and the LHA.

(2) Voucher Payment Contract. A document provided by the Department and signed by the lessor of a contract unit and a LHA.

(3) Voucher. All eligible Program Participants shall sign a Voucher which shall set out the rights, duties and obligations of the Participant and constitutes a contract between the Participant and the LHA.

(4) Request for Program Payment. When a Voucher Holder locates a unit the Voucher Holder shall submit to the LHA a Request for Program Payment which shall set out the address of the proposed Contract Unit, the number of bedrooms, the party responsible for payment of utilities, the name and address of the lessor, and the total monthly rent.

53.09: Grievance Procedure

Grievances shall be processed in accordance with 760 CMR 3.00, *et seq.*, or as otherwise approved by the Department.

REGULATORY AUTHORITY

760 CMR 53.00: St. 1995, c. 179.

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