


MASSACHUSETTS RENTAL VOUCHER PROGRAM (MRVP) ADMINISTRATIVE PLAN TRAINING

Module #4:
Part I: General Leasing Procedures
Part II: Lease Addendum



April 2023

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Welcome

- Welcome to the MRVP Administrative Plan training.
- Over the course of the next several months, we will conduct training sessions on commonly applied MRVP policies.
- Each session will cover a section/chapter or grouping of sections/chapters from the MRVP Administrative Plan.
- Each session and training module focuses on the application of MRVP program policies for specific program elements.

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Training Curriculum & Schedule

#	Topics	Admin Plan Chapter(s)	Month
✓ 1.	• Training Introduction, MRVP Regulations & Governance • Eligibility, Issuance Briefing & Voucher	Chapters 1, 4, 6	March 2023
✓ 2.	• Verification	Chapters 7-8	March 2023
✓ 3.	• Calculation of Income & Voucher Payments	Chapter 7	April 2023
➔ 4.	• General Leasing Procedures & MRVP Lease Addendum	Chapters 9-10	April 2023
5.	• Voucher Payment Contract • Rent Reasonableness & Rent Increases	Chapters 11 & 12	May 2023
6.	• Relocation & Project Based Voucher Transfers	Chapters 13 & 14	May 2023
7.	• Redetermination of Tenant Rent Share	Chapter 16	June 2023
8.	• Terminations & Grievances	Chapter 17	June 2023
9.	• Program Administration & Program Integrity	Chapters 18-19	July 2023

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Today's Session

- Today's session will cover the following areas:
 - Owner Screening of Tenants
 - Eligible Units
 - Housing Quality Requirements
 - Requirements for Leasing
 - Transfers
 - Lease
 - MRVP Lease Addendum

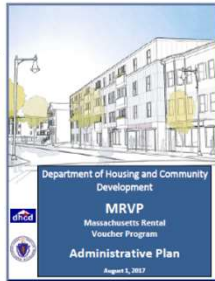
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Resource Materials

- Use DHCD's MRVP Administrative Plan to ensure consistent application of policies and procedures.
- The policies we are reviewing today are generally found in Chapters 9 & 10 of the Administrative Plan.
- The goal is to know where to find the information you need and to correctly apply policies.



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Overview

- The general leasing procedures for mobile and project-based vouchers are similar (once a mobile voucher participant has located and been approved to lease a unit).
- Before a participant can sign a Lease, the AA must ensure that:
 - The unit meets all standards; and,
 - The owner understands the basics of the MRVP.
- To make voucher payments to the owner, the AA must sign a voucher payment contract with the owner.

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Voucher Payment Contract, Voucher, Lease

DEFINITIONS
DOCUMENT EXECUTION
RELATIONSHIPS

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Contract Documents

- There are three main documents that outline the agreement(s) and relationships between the Administering Agency (AA), the MRVP Participant/Tenant, and the Owner/Landlord:
 - The Voucher
 - The Lease & Lease Addendum
 - The Voucher Payment Contract

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graph TD
    AA[AA] -- "Voucher Payment Contract" --> Owner[Owner]
    AA -- "Voucher" --> Participant[Participant]
    Owner -- "MRVP Lease Addendum" --> Participant
  
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Voucher

- The Voucher is the contract document between the AA and the MRVP participant.
- It certifies program eligibility and sets forth program requirements, guidelines, and benefits for applicants who have been determined eligible for assistance pursuant to MRVP regulations.

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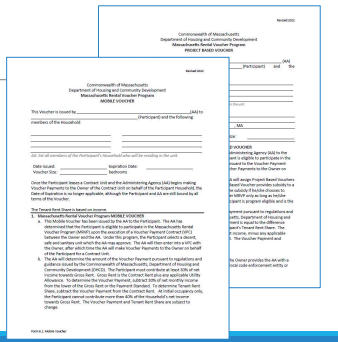
graph LR
    AA[AA] -- "Voucher" --> Participant[Participant]
  
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Voucher

- There are differences between the Mobile Voucher and Project Based Voucher, so it is important that the appropriate form is used according to the participant's voucher type.
- Training Module #1 reviews the Voucher form(s) in more detail. Please reference those materials and/or Chapter 6 of the Administrative Plan.



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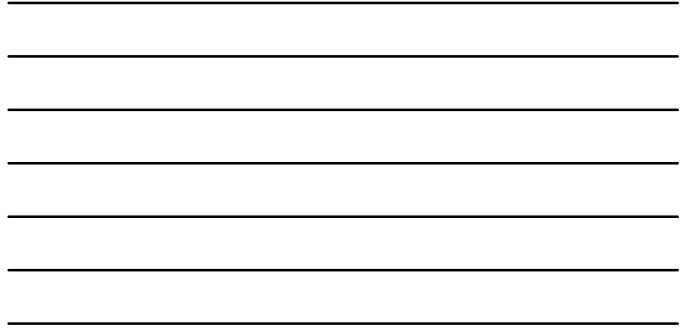


Lease

- The Lease is a legally binding rental agreement between the MRVP participant and the Owner/Landlord of the unit.
- The Lease must be signed by both the MRVP participant (“Tenant”) and the Owner/Landlord (or authorized representative such as a management company)

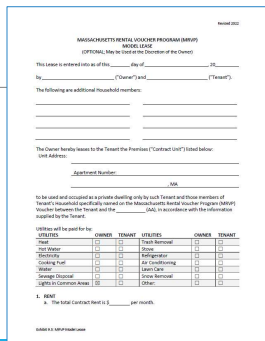


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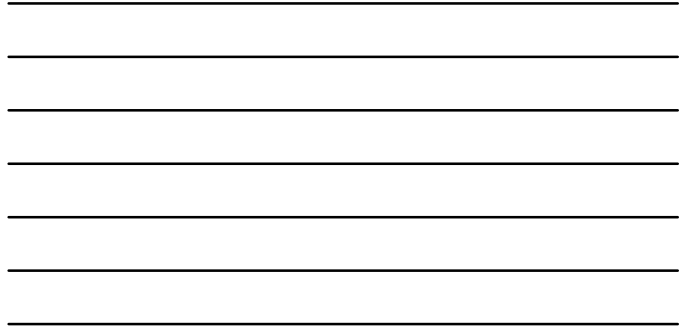


Lease

- MRVP offers a model lease that may be used, but it is not required.
 - The most recent version of the model lease can be found at: <https://www.mass.gov/doc/upda-ted-mrvp-documents/download>.



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MRVP Lease Addendum

- The MRVP Lease Addendum **must** be attached to the Lease.
- The Lease Addendum helps ensure uniform program administration, lists appropriate tenant responsibilities, and helps protect the Participant and Owner from illegal or abusive practices.

Revised 2021

MASSACHUSETTS RENTAL VOUCHER PROGRAM (MRVP)
LEASE ADDENDUM
(To be Attached to Tenant Lease)

1. **MRVP LEASE ADDENDUM (Addendum)**

a. The Owner is leasing the Contract Unit to the Tenant for occupancy by the Tenant's household with assistance from the Rental Voucher Program (RVP).

b. The Owner has entered into a Voucher Payment Contract (VPC) with the Administration Agency (AA), covering the VPC. The AA will provide Voucher Payments to the Owner to assist the Tenant in leasing the Contract Unit from the Owner.

2. **LEASE**

a. The MRVP Lease Addendum ("Addendum") is an integral part of the Lease Agreement between the Owner and Tenant.

b. The Tenant will be given the full copy of the Lease and confirm that the terms of the Lease are in accordance with all provisions of the VPC, and that the Lease includes this Addendum.

3. **RIGHT OF CONVEYANCE**

a. The Tenant shall have the right to enforce the Addendum against the Owner.

b. The conveyance of the Contract Unit must be approved by the AA. The Tenant must provide a return to the AA for each addition or removal of a household member.

c. Other persons may not be added to the household without the approval of the Owner and the AA.

d. The Contract Unit may be used for purposes not as the approved household members. The Contract Unit must be the household's only residence.

e. The Tenant may not sublease or assign the Contract Unit.

f. The Tenant may not assign the Lease or transfer the Contract Unit.

4. **LEGAL OBLIGATION FROM OCCUPANCY ASSISTANCE UNDER OTHER LAWS**

a. The total Contract Rent is the total rent charged by the Owner for the Contract Unit, as reported to the Administration Agency.

b. The total Contract Rent consists of the Tenant Rent Share, paid by the Tenant directly to the Owner, in accordance with Section 203(b), and the Rental Voucher Payment, as provided to the Tenant by the Owner in accordance with the VPC, as an amount that will offset the Tenant Rent Share for the total Contract Rent.

c. The Owner may require a security deposit for the Contract Unit, in accordance with the VPC. Any security deposit shall be collected and returned in accordance with the Massachusetts Rental Voucher Program (MRVP), 801 CMR 2.00, Section 2.00(10).

d. The Contract Rent includes all housing services, maintenance, utilities, and other services to be provided and paid by the Owner in accordance with the Lease.

e. The Owner may charge a service fee for the use of the Contract Unit for any program approved for use of the Contract Unit in addition to the Tenant Rent Share, paid to the Owner, and the Voucher Payment.

PART 2.1 - MRVP Lease Addendum

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Voucher Payment Contract

- The Voucher Payment Contract (VPC) is a contract provided by DHCD that must be signed by the Owner of a contract unit and an AA.
- The VPC names the unit or units under contract and outlines the responsibilities of each party.
- The VPC must be signed before any voucher payments can be made.

Revised 2021

MASSACHUSETTS RENTAL VOUCHER PROGRAM (MRVP)
VOUCHER PAYMENT CONTRACT

This Voucher Payment Contract ("Contract") entered into between _____ (AA), and _____ (Owner).

1. **PURPOSE**

By entering into this Contract, the Owner agrees to provide decent, safe, and sanitary housing to a program eligible household ("Tenant") and the AA agrees to provide the Tenant a subsidy on behalf of the program eligible Participant.

2. **CONTRACT PARTIES: MRVP CONTRACT**

The Massachusetts Rental Voucher Program (MRVP) has two components, Mobile and Project Based. This Contract applies to the following MRVP contract type: _____

a. **Contract Number**

Contract Number: _____

b. **Contract Unit**

The Tenant, _____, We have leased a mobile home located at: _____, in the city of _____, in the County of _____, in the State of Massachusetts. The AA will determine whether the Tenant, the AA, or another party is eligible to receive a replacement lease for the Owner.

c. **Term**

The term of this Contract shall begin on _____ and end on _____.

d. **Termination**

If this lease is terminated, this Contract shall also terminate.

e. **Contract Rent**

The total Contract Rent is the total rent charged by the Owner and the AA with at least fifty (50) days advance written notice prior to the anniversary date of this Contract, and Contract Rent shall be automatically extended, upon the anniversary date of this Contract, unless otherwise determined in accordance with the terms of this Contract.

f. **Project Based Component**

The AA approved Project Based rental assistance to specific Contract Units of _____.

g. **Contract Unit**

The Contract Unit is located at _____, in the City of _____, in the County of _____, in the State of Massachusetts. The AA will determine whether the Tenant, the AA, or another party is eligible to receive a replacement lease for the Owner.

h. **Contract Rent**

The total Contract Rent is the total rent charged by the Owner and the AA with at least fifty (50) days advance written notice prior to the anniversary date of this Contract, and Contract Rent shall be automatically extended, upon the anniversary date of this Contract, unless otherwise determined in accordance with the terms of this Contract.

i. **Project Based Component**

The AA approved Project Based rental assistance to specific Contract Units of _____.

j. **Contract Unit**

The Contract Unit is located at _____, in the City of _____, in the County of _____, in the State of Massachusetts. The AA will determine whether the Tenant, the AA, or another party is eligible to receive a replacement lease for the Owner.

k. **Contract Rent**

The total Contract Rent is the total rent charged by the Owner and the AA with at least fifty (50) days advance written notice prior to the anniversary date of this Contract, and Contract Rent shall be automatically extended, upon the anniversary date of this Contract, unless otherwise determined in accordance with the terms of this Contract.

PART 2.2 - Voucher Payment Contract



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Contract Documents

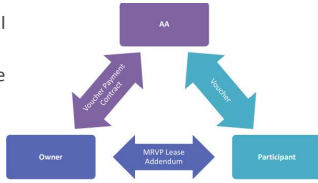
- Because each document is executed between some but not all of the parties, it is important that all parties under the relationship among the documents.
- For example, termination of one of the document(s) may or may not result in termination of one or more of the other documents.

Termination of the Lease...	Termination of the Participant Voucher...	Termination of the Voucher Payment Contract...
<p style="font-size: x-small;">Automatically terminates a Mobile Voucher Payment Contract.</p> <p style="font-size: x-small;">• There is no effect on a Project Based Voucher Payment Contract.</p>	<p style="font-size: x-small;">Has no effect on the Lease.</p> <p style="font-size: x-small;">• Without MRVP assistance, the Participant may be unable to pay the entire Contract Rent.</p>	<p style="font-size: x-small;">No effect on Participant Voucher.</p> <p style="font-size: x-small;">• The Participant may be required to relocate and the Participant Voucher may need to be reissued.</p>
<p style="font-size: x-small;">Has no effect on the Participant Voucher.</p> <p style="font-size: x-small;">• If the lease is terminated for lease violations, it may affect the participants' continued eligibility.</p>	<p style="font-size: x-small;">Stops Voucher Payments for the Participant.</p> <p style="font-size: x-small;">• The Voucher Payment Contract does not automatically terminate.</p>	<p style="font-size: x-small;">Does not terminate Lease.</p> <p style="font-size: x-small;">• Without MRVP assistance, the Participant may be unable to pay the entire Contract Rent.</p>

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Contract Documents

- We will discuss the Lease and Lease Addendum in more detail in later slides.
- We will discuss the VPC in more detail in Training Module #5.
- Each of these documents play an important role in outlining and enforcement of program guidelines and legal requirements



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Brain Teaser #1

- The AA issues a voucher to the Solari family, and the family rents a unit from the XYZ Company.
- Which parties execute the...
 - Voucher?
 - Voucher payment contract?
 - MRVP lease/lease addendum?

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Tenant Screening

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Tenant Screening

- When a MRVP participant locates a unit typically the Owner/Landlord will conduct tenant screening to determine suitability for tenancy.
- An owner has the sole responsibility for tenant screening for their property.
- Owners may screen using their standard practices, subject to compliance with all applicable laws.
- **The screening process for an applicant with a voucher must be the same as for a non-participant.**

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Tenant Screening

- AAs are not responsible for tenant screening; however, they are responsible for ensuring that every household admitted to MRVP meets all program eligibility requirements. This includes any individual approved to join the household after the household has been admitted to the program.
- AAs have no liability for tenant-caused damages or unpaid rent.

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Eligible Units

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Eligible Units: Mobile Vouchers

- Generally, Mobile MRVP participants have the option to rent any private market unit that meets MRVP standards.
- Owners may reject an MRVP participant if the rent that the owner normally charges for the unit exceeds the reasonable rent.
- An owner cannot refuse to rent to a participant simply because they will pay a portion of the rent with a voucher.

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Eligible Units: Project-Based Vouchers

- Project-based units are set aside for occupancy by MRVP participants, and they must meet all of the criteria for an eligible unit.

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Ineligible Units: Mobile Vouchers

- Generally, the unit must be separate from other units and living spaces, with private bathroom and kitchen facilities. Participants may not share a unit with the Owner or anyone else who is not a Household member.
 - Exceptions: Single Room Occupancy (SRO) or Enhanced SRO (ESRO) units
- A Participant must not have financial interest in the unit, although it may be owned by an immediate family member or friend.
- Participants may not rent from a spouse, even if they are separated, or another household member.

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Ineligible Units

- A participant may not use their mobile voucher in a Project-Based unit or unit with other rental assistance subsidy attached (defined as assistance or subsidies that pay part of the tenant rent share or contract rent).
 - If a mobile MRVP participant would like to rent a unit with a Project Based Voucher then the household must give up their Mobile Voucher.

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Eligible Units

- Units that are designated as affordable and/or have other funding sources involved are generally eligible, as long as there is no rental subsidy attached to the unit.
 - Examples of affordable units or units with other funding sources include HOME and LIHTC (or tax credit) units.

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Suitable Unit

- All suitable units must:
 - Be intended solely for occupancy by the participant and as the participant's sole residence;
 - Be an appropriate unit size for the participant's household;
 - Comply with the State Sanitary Code, State Building Code, and other applicable laws;
 - Contain, or if an SRO/ESRO unit, have access to, kitchen facilities.

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Suitable Unit

- Kitchen facilities must include, or have space and proper facilities for the installation of:
 - A refrigerator that is at least 7.5 cubic feet with a separate freezer compartment,
 - Conventional oven that is non-portable and must be installed, and
 - Cooktop with at least two burners.
- Note that the state sanitary code was updated April 1, 2023 and includes more specific requirements.

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Suitable Unit

- If a single room that does not contain both kitchen and sanitary facilities, it must meet the definition of an SRO unit.
- SRO Unit: No more than one person may reside in an SRO unit. An SRO unit must contain at least:
 - 110 square feet of floor space, and
 - Four square feet of closet space for each resident (with an unobstructed height of at least five feet).

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Number of Bedrooms

- The number of bedrooms is important in determining unit size and contract rent.
- Households may choose their own sleeping configurations, as long as they do not present a safety risk.
- A living room or dining room can be used as a bedroom; however, it will not be counted as a bedroom for determining unit size and contract rent.

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Number of Bedrooms

- To count a room as a bedroom, certain square footage, windows, outlets, ceiling height, and closets requirements apply.
- Note that AAs do not need to inspect units to verify they meet bedroom qualifications.
- Each bedroom must have at least one window.
- A bedroom should have at least two separate outlets in practical locations.
- A room does not need a closet to be considered a bedroom.

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Single Room Units

- There are 3 types of single room units:
 - Single Room Occupancy Units (SROs)
 - Enhanced Single Room Occupancy Units (ESROs)
 - Studio or zero-bedroom units
- All single room units must be at least 80 square feet.

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Single Room Units

SRO Single Room Occupancy	ESRO Enhanced Single Room Occupancy	Studio 0 Bedroom
<ul style="list-style-type: none">• SRO Eligible Property• Occupied by 1 Person• Neither private kitchen nor bathroom• Shared kitchen and bathroom	<ul style="list-style-type: none">• SRO Eligible Property• Occupied by 1 Person• Either private kitchen or bathroom• Shared kitchen or bathroom	<ul style="list-style-type: none">• Single room apartment• More than 1 occupant• Both private kitchen and bathroom• No shared facilities

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SRO Eligible Properties

- SROs and ESROS must be in SRO eligible properties:
 - Can be a rooming, boarding, or lodging house, hotel, motel, inn, or private residence;
 - Licensed for such operation by the appropriate authority; and,
 - Certified by the appropriate agency as in compliance with applicable building, sanitary, and fire code, including the State Sanitary Code.

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SRO Eligible Properties

- The following do not qualify as an SRO eligible property:
 - Student dormitory,
 - Residence of a religious order,
 - Private club,
 - Facility providing continuous psychiatric, medical, or nursing services.

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Nursing Homes, Assisted Living

- A room in a nursing home cannot be approved as a suitable unit.
- A room in an assisted living property may be a suitable unit, depending on the level of assistance provided.
 - Other services may be covered by the rent in an assisted living property, as long as the rent is affordable to the household and otherwise approvable according to MRVP requirements.
 - Contact DHCD with questions.

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Approving an SRO or ESRO Unit

- Before approving an SRO or ESRO unit for occupancy by a participant, AAs must verify that the property is licensed.
- AAs must maintain this verification on file.
- The license only needs to be verified once, unless there are complaints, or the license is suspended or rescinded.

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Contract Rent

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Contract Rent

- Contract rent is the total monthly rent specified in the lease and the voucher payment contract.
 - Contract rent does not include any utility allowance (gross rent is the contract rent plus the utility allowance).
- The contract rent includes the voucher payment from the AA and amount of the participant's tenant rent share.

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Review!

- In Training Module #3 we discussed the **Maximum Allowable Contract Rent at Initial Occupancy**.
- As a review, the maximum allowable contract rent for a Mobile MRVP voucher is based on the payment standard and the household's monthly net income.
- This ensures that households will not pay more than 40% of net monthly income towards total housing costs (rent + tenant-paid utilities) at initial occupancy of a unit.

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Review!

- At initial occupancy, tenant rent share cannot exceed 40% of the household's net monthly income. **This required cannot be waived.**
- The maximum allowable gross rent at initial occupancy is the payment standard plus 10% of the household's net monthly income.



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Review!

Reasonable Accommodations:

- AAs may grant a reasonable accommodation to increase the payment standard and/or utility allowance. However:
 - This reasonable accommodation may need to be renewed at the regular recertification, and
 - All contract rents **MUST** be found rent reasonable, as this requirement cannot be waived for a reasonable accommodation.

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Brain Teaser #2

- Monthly net income = \$1,200
 - Payment Standard = \$1,500
 - Utility Allowance = \$85
 - Requested rent = \$1,600
- Is this unit approvable?

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Rent Reasonableness

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Rent Reasonableness

- Before a unit may be approved for assistance, the AA must determine that the contract rent being requested is reasonable.
- Rent reasonableness is determined by comparing the unit to other non-assisted units in the area.

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Rent Reasonableness

- Rent reasonableness can be affected by:
 - Amenities,
 - Accessibility features,
 - Unit size,
 - Unit quality,
 - Included utilities.

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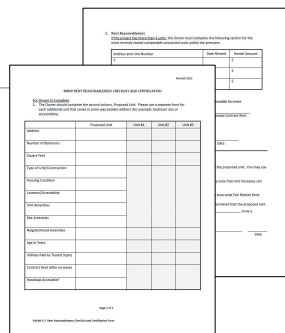
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Rent Reasonableness

AAs may use the optional **MRVP Rent Reasonable Checklist and Certification Form** to compare the rent to other non-assisted units in the area to determine if the rent is reasonable.

- AAs may also use GoSection8/AffordableHousing.com to determine rent reasonableness.
- Owners may request documentation of why a rent was not approved.



The image shows a form titled "MRVP RENT REASONABLE CHECKLIST AND CERTIFICATION". It includes a table with columns for "Number of Bedrooms", "Square Feet", "Type of Construction", "Age of Construction", "Year of Construction", "Number of Bathrooms", "Age of Unit", "Number of Units in Building", "Number of Units in Complex", "Number of Units in Area", "Number of Units in City", "Number of Units in County", "Number of Units in State", "Number of Units in Country", "Number of Units in World". The table has rows for "2014", "2015", "2016", "2017", "2018", "2019", "2020", "2021", "2022", "2023", "2024", "2025", "2026", "2027", "2028", "2029", "2030". There are also sections for "Certification" and "Comments".

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Rent Reasonableness

- At initial lease-up, if it is determined that a requested contract rent is either not reasonable and/or exceeds the maximum allowable contract rent (according to the payment standard and net monthly income), the AA may attempt to negotiate with the Owner to lower the rent.

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Rent Reasonableness & Rent Increases

- We will discuss Rent Reasonableness and Rent Increases in further detail in Training Module #5.

Training Module #4

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Housing Quality Requirements

STATE SANITARY CODE
INSPECTIONS
LEAD PAINT

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Housing Quality Requirements

- All units assisted by MRVP must meet certain housing quality requirements.
- These requirements **cannot** be waived and help ensure that all participants live in safe and decent housing.
- The AAs and DHCD reserve the right to refuse to enter into a contract with any owner or any property for any reason.

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State Sanitary Code

- All MRVP units must meet the minimum standards of fitness for human habitation as outlined in the State Sanitary Code.
 - These can be found at 105 CMR 410.00, or at <https://www.mass.gov/doc/105-cmr-410-state-sanitary-code-chapter-ii-minimum-standards-of-fitness-for-human-habitation/download>.
- MRVP regulations call for an inspection to certify that a unit complies with the State Sanitary Code.

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HQS Inspections

- MRVP-required inspections do not cover all of the HQS requirements applicable to housing inspections for Section 8; however, AAs may accept HQS inspections for MRVP.
 - If an HQS inspection is performed, the unit must pass.
 - Note that this option is generally for cities/towns where Board of Health pre-occupancy inspections are not performed.
 - If the unit does not pass an HQS inspection, the owner can either make improvements so that the unit passes or complete a State Sanitary Code inspection.

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Inspection Requirements - Owner

- It is the owner's responsibility to:
 - Schedule the inspection;
 - Have the unit inspected;
 - Pay any inspection fees; and
 - Forward inspection paperwork to the AA.

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Inspection Requirements - Owner

- Owners may refuse to make necessary repairs and refuse to rent to an MRVP participant; however, all properties are required by law to meet the state's minimum standards of fitness for human habitation.

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Who Conducts the Inspection?

- Inspections may be completed by:
 - Local Board of Health/Inspectional Services,
 - Other certified inspector, such as a Section 8/Housing Choice Voucher (HCV) HQS inspector.

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Inspection Requirements – AAs

- AAs are not responsible for inspections.
- AAs may perform inspections, but are not required to do so; however, AAs may not inspect units they or a subsidiary own.
 - AAs that perform inspections may charge a reasonable fee to the owner.

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When Are Inspections Required?

- Inspections must be completed prior to move in.
- All units must be inspected between tenancies, even SROs and ESROs.
- Annual inspections are not required; however, the participant should address concerns with the owner and the local Board of Health and the AA, if necessary.

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Inspection Verification

- Verification that the unit complies with the State Sanitary Code must be obtained before a lease is signed and before voucher payments are made to the owner.
- Verifications of inspections must be valid and not expired.
- AAs should contact the inspector with any questions.

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Lead Paint

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Lead Paint

- Lead poisoning is a significant environmental health threat to children. The primary source of childhood lead poisoning in Massachusetts is from exposure to lead paint and dust in older homes.
- If a child under the age of 6 will be living in the contract unit, the owner must provide certification that the unit is in compliance with lead paint laws.

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Units Built After 1977

- If the unit was built after 1977, the building permit may be provided, instead of certification.
- Deeds, mortgage paperwork, and other documentation is not acceptable in place of the building permit.

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Lead Paint Certification

- Certification must be from a Certified Lead Inspector.
- AAs **must** verify all lead safe documents in the Massachusetts Childhood Lead Poisoning Prevention Program's (CLPPP) database of Lead Safe homes at <https://eohhs.ehs.state.ma.us/leadsafehomes/default.aspx>.
- Under no circumstance may an AA make voucher payments to an owner until a unit is verified as lead safe. Even if the unit is lead safe, voucher payments cannot be made until verification.

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Lead Paint

- Owners may not refuse to rent a unit solely because of lead paint hazards and must make the unit lead safe for the household.
 - The participant may wait for a unit while work is being complete.

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Lead Paint Verification

- Project Based units only need to be verified as lead safe at **initial occupancy**, unless a complaint is made.
- Lead safe certification must be verified **each time it is submitted** for a mobile unit, regardless of previous verifications.

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Addition of Child Under 6

- If a household which previously had no members under 6, adds a member under the age of 6:
 - The owner must make the unit lead safe, if is not.
 - The AA must obtain certification that the unit is lead safe.
 - If the unit is not lead safe, the participant may terminate the lease and vacate without prior notice.
 - If the owner fails to make the unit lead safe in a reasonable amount of time or is not acting with appropriate urgency, the AA must terminate the voucher payment contract and reissue the voucher to the participant.

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Requirements for Leasing

REQUEST FOR PROGRAM PAYMENT
OWNER DOCUMENTS
AA APPROVAL

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Required Documents

- Before a mobile or project-based participant can lease a unit, certain documentation must be submitted to the AA and verified.

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Request for Program Payment (RFPP)

- The participant is required to submit the Request for Program Payment (RFPP) to the AA requesting that the AA enter into a voucher payment contract for a suitable unit.
- The RFPP is completed by the participant and the owner and lists relevant information about the unit and the owner's contact information.

REQUEST FOR PROGRAM PAYMENT

MASSACHUSETTS DEPARTMENT OF SOCIAL SERVICES

REQUEST FOR PROGRAM PAYMENT VOUCHER PROCEDURE

1. PURPOSE: The undersigned Owner and Participant hereby request _____ the AA to make payment under the Massachusetts Rental Voucher Program (MVRP) to the Owner or Owner's Agent for the dwelling unit located at _____

2. UNIT ADDRESS: _____ Apt # _____ St _____ City _____ State _____ Zip _____

3. UNIT TYPE: _____

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100. UNIT TYPE: _____

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Request for Program Payment (RFPP)

- Only one RFPP may be submitted at a time to the AA for a participant.
- Once the RFPP is submitted to the AA, the participant's 120 day "clock" (voucher search period) stops.

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Request for Program Payment (RFPP)

- By signing the RFPP, the owner:
 - Agrees to provide verification that the unit is in compliance with the State Sanitary Code and is lead safe (if applicable);
 - Agrees that the MRVP lease addendum will be attached to the owner's lease;
 - Intends to enter into a voucher payment contract with the AA;
 - Understands that the owner is responsible for tenant screening;
 - Certifies that all fair housing laws have been followed.

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Request for Program Payment (RFPP)

- By signing the RFPP, the participant verifies that they have seen the unit and find it acceptable for habitation.

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Owner Documents

- Prior to leasing, the owner must provide:
 - Verification that the unit meets the state minimum standards of fitness for human habitation
 - Lead safe verification (if a child under the age of 6 will be living in the contract unit)
 - Proof of ownership
 - W-9 Request for Taxpayer Identification Number (TIN)
 - Direct deposit information (if applicable)

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Owner Documents

- AAs have no obligation to search for proof of ownership or find publicly available documents.

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Proof of Ownership

- Acceptable proof includes:
 - Deed is the best proof of ownership, or
 - Online records through the Register of Deeds or local assessor's office (note the date and time ownership was verified).
- A mortgage or other financing document does **not** verify ownership.

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W-9

- AAs **must** verify the information on the W-9 by using the IRS's TIN Online Matching Service at <https://www.irs.gov/tax-professionals/taxpayer-identification-number-tin-matching>.
- A log in is needed.

W-9
Request for Taxpayer Identification Number and Certification
Do not file this form with your tax return.

Name
Print or type your name (last, first, middle initial) and your business name (if different from your name).
Last name: _____
First name: _____
Middle initial: _____
Business name: _____

TIN
Print or type your TIN (SSAN, EIN, or ITIN).
TIN: _____

Signature
Print or type your signature.
Signature: _____

General Instructions
1. This form must be filed by the taxpayer or preparer of the return for the taxpayer to whom the payments are made.
2. The TIN entered on this form must be the TIN shown on the taxpayer's most recent federal tax return.
3. If the TIN is not known, the taxpayer should file Form 1099-NEC with a zeroed-out amount and file Form 1042-S with a zeroed-out amount.
4. If the TIN is not known, the taxpayer should file Form 1099-NEC with a zeroed-out amount and file Form 1042-S with a zeroed-out amount.
5. If the TIN is not known, the taxpayer should file Form 1099-NEC with a zeroed-out amount and file Form 1042-S with a zeroed-out amount.

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Direct Deposit

- To receive rental payments by direct deposit, owners must complete the Direct Deposit Enrollment form.
- AAs may require owners to provide a voided check with this form.

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AA Approval

- Before the participant can move into a unit or sign a lease, the AA must approve the unit and give the participant permission to move in.
- If a participant moves into a unit or takes possession before AA approval, the participant may be liable for the entire contract rent.

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Transfers - Mobile

ROLE OF THE INITIAL AA
ROLE OF THE RECEIVING AA

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When are Vouchers Transferred?

- When a mobile participant submits an RFPP for a unit outside of your area, the administration of the voucher is transferred to the RAA or LHA with jurisdiction over the area where the unit is located.
- A voucher may only be transferred to another agency that administers MRVP.

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LHA Administration of MRVP Outside of Municipality

- There are 6 circumstances in which an LHA can administer a voucher outside of its city or town:
 - The unit is in the same county as the LHA;
 - The unit is in city or town that is contiguous to the LHA's city or town;
 - The LHA receives permission from the LHA for the city or town where the unit is located;
 - The LHA where the unit is located does not administer MRVP or no LHA exists in that municipality;
 - The LHA is administering a special MRVP initiative and is the only LHA in that area to administer Vouchers under the initiative; or
 - As directed by DHCD.

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RAA Administration of MRVP Outside of Region

- There are 3 circumstances in which an RAA can administer a voucher outside of its region:
 1. RAA receives permission from the RAA for the region where the unit is located.
 2. RAA is administering a special MRVP initiative and is the only RAA in that area to administer vouchers under the initiative.
 3. As directed by DHCD.

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LHAND

- The Lynn Housing Authority & Neighborhood Development (LHAND) must administer all vouchers for all contract units located in Lynn.

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Processing Transfers

- AAs must work together and communicate effectively.
- Process transfers immediately.

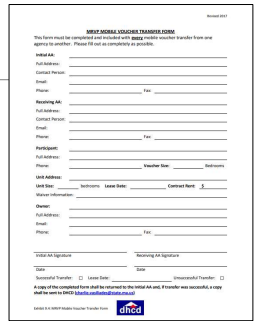
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MRVP Mobile Voucher Transfer Form

- The MRVP Mobile Voucher Transfer Form is required for every transfer of a mobile voucher.
- Send the completed form to DHCD if the transfer is successful.



The form is titled "MRVP MOBILE VOUCHER TRANSFER FORM" and includes a disclaimer: "This form must be completed and included with every mobile voucher transfer form and signed by member. Please fill out completely in entirety." It contains fields for "Initial AA" and "Receiving AA", each with sub-fields for Full Address, Contact Person, Email, and Phone. There are also fields for "Participant" and "Unit Information" (Unit No., Section, Lease Date, Contract No.). A "Member Information" section includes Name, Full Address, Email, and Phone. At the bottom, there are checkboxes for "Transfer in Progress" and "Successful Transfer", and a "Lease Date" field. A note states: "A copy of this completed form shall be retained by the Initial AA and, if transfer was successful, a copy shall be sent to DHCD. Email: initialaa@dhcd.com". The DHCD logo is at the bottom right.

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Initial AA and Receiving AA

- The **initial AA** is the AA that the participant is **transferring out of**.
- The **receiving AA** is the AA that the participant is **transferring into**.
 - The receiving AA has final approval over all aspects of the leasing process, including rent reasonableness determination.

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Role of the Initial AA

- The initial AA must:
 - Confirm that the receiving AA is willing to administer the voucher.
 - Notify the participant and potential owner in writing/via email and by phone that the voucher is being transferred and provide contact information for a staff member at the receiving AA.
- The initial AA may, but is not required to, request owner documents, negotiate rent.

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Role of the Initial AA

- The initial AA must send the receiving AA (via mail, fax, or secure email):
 - MRVP Mobile Transfer Form,
 - RFPP and any owner document,
 - Most recent voucher, signed by the participant,
 - Initial MRVP application,
 - Vital documents,
 - Verification of approved CORI/SORI,
 - All income & expense information, including verification of deductions,
 - Any other relevant information.

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Role of the Receiving AA

- The receiving AA must:
 - Begin processing the transfer immediately.
 - Contact the potential owner to obtain owner information.
 - Notify the participant that the transfer has been received.
 - Meet with the household before the lease is signed to gather all information to complete a full recertification.

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Role of the Receiving AA

- The receiving AA:
 - Does not need to issue new voucher
 - Obtains all owner information
 - Approves the final contract rent
 - Completes a full recertification
 - May complete third-party verification of income after move-in
 - Must have updated releases
 - Do not need to review CORI/SORI without a specific reason

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Role of the Receiving AA

- Before leasing, the receiving AA must have a complete participant file, with all vital documents, income and household information, signed forms.
- A full recertification must be completed prior to leasing.

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Role of the Receiving AA

- If the participant successfully leases with receiving AA:
 - Submit the completed transfer form to the initial AA and **DHCD**.
 - Allocation numbers for both AAs **permanently** change.
- If participant is not leased:
 - Send the completed transfer form to the initial AA.
 - The initial AA must reissue a mobile voucher with an updated expiration date.
 - DHCD does not need to be notified.

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Brain Teaser #3

- True or False? If the Lieu Family is transferring from an apartment in NeighborWorks' jurisdiction to an apartment in CTI's jurisdiction, CTI is responsible for reviewing the CORI and SORI reports for the family's household members.

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Leasing Documents

LEASE
LEASE ADDENDUM
VOUCHER PAYMENT CONTRACT

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Lease

- MRVP offers a model lease that may be used, but it is not required.
 - The most recent version of the model lease can be found at: <https://www.mass.gov/doc/updated-mrvp-documents/download>.

Version 2021

MASSACHUSETTS RECEIPTS AND VOUCHER PROGRAMS
MODEL LEASE
OPTIONAL, NON-REVOCABLE CONTRACT

This lease is entered into as of this _____ day of _____, 20____,
by _____ ("Owner") and _____ ("Tenant").

The following are additional household members:

The Owner hereby leases to the Tenant the Premises ("Contract Unit") listed below:
Unit Address: _____
Apartment Number: _____
City: _____

To be used and occupied as a private dwelling only by each Tenant and those members of Tenant's household specified herein or the Massachusetts Housing Finance Agency (MHFA) in accordance with the information supplied by the Tenant.

Utilities will be paid for by:	OWNER	TENANT	TENANT	OWNER	TENANT
Heat	<input type="checkbox"/>	<input type="checkbox"/>	Trash Removal	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input type="checkbox"/>	Electricity	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	Gas	<input type="checkbox"/>	<input type="checkbox"/>
Cable TV	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping	<input type="checkbox"/>	<input type="checkbox"/>
Internet	<input type="checkbox"/>	<input type="checkbox"/>	Car Wash/Waxing	<input type="checkbox"/>	<input type="checkbox"/>
Phone	<input type="checkbox"/>	<input type="checkbox"/>	Laundry	<input type="checkbox"/>	<input type="checkbox"/>
Storage	<input type="checkbox"/>	<input type="checkbox"/>	Locker Rental	<input type="checkbox"/>	<input type="checkbox"/>
Lighting	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<input type="checkbox"/>

4. RENT.
a. The total Contract Rent is \$_____ per month.

DATE OF MRVP REVIEW: _____

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Lease Requirements

- All leases must contain:
 - Full address of the contract unit,
 - Beginning and end dates of the lease term,
 - Which party is responsible for utilities,
 - Contract rent,
 - Recommended: Security deposit,
 - Recommended: Household composition,
 - The MRVP Lease Addendum must be attached to the Lease.
- The AA does not need to review entire lease.
- The AA must maintain a copy of the lease with the MRVP Lease Addendum and any other amendments.

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Lease Term

- Lease term is one year; however, it may be less if it begins mid-month.
- The lease is generally for not more than one year.
- The lease should begin on the day the participant moves into the unit.
- Only make voucher payments for the period the participant occupies the unit.
- The participant may be liable for the entire contract rent for any period between the date they take possession of a unit or sign a lease and the date that they move in.

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Proration

- If the lease does not begin on the first of the month, prorate the tenant rent share and voucher payment.
- Example: the family's contract rent is \$1,000, the voucher payment is \$700, and the family's tenant rent share is \$300. If the family's lease began on June 16, prorate the tenant rent share and voucher payment for the month of June:
 - Tenant rent share for June = \$150
 - $\$300/\text{month} \div 30 \text{ days in June} = \$10/\text{day} \times 15 \text{ days that the lease is effective} = \150
 - Voucher payment for June = \$350
 - $\$700/\text{month} \div 30 \text{ days in June} = \$23.33/\text{day} \times 15 \text{ days that the lease is effective} = \350

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Lease Signing

- Review the MRVP Lease Addendum with the participant and owner.
- The lease is signed by the participant and by the owner or an individual on behalf of an owner.
- Any portions of the lease that do not comply with MRVP requirements are void.
- Owners cannot apply additional requirements or treat MRVP participants differently than unsubsidized tenants in the same development.

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Changes to the Lease

- Changes must be:
 - Made in writing,
 - Agreed upon by the owner and participant,
 - Signed by the owner and participant,
 - Approved by the AA.
- All Leases, changes, and addendums must comply with state law.

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Changes to the Lease

- Only the AA can make changes to:
 - Contract rent,
 - Voucher payment,
 - Tenant rent share,
 - Household composition.
- All changes must be made in writing with 30 days' notice (if possible).

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Other Agreements

- The lease, MRVP voucher, and/or voucher payment contract may be terminated if there are additional agreements between the owner and participant that do not conform to MRVP requirements or state laws.

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Brain Teaser #4a

- Carlos' lease began on April 16, 2023, and he picked up his keys and moved into his unit on the same day. The contract rent for the unit is \$2,000. Carlos' rent share is \$1,200 and the voucher payment is \$800.
- When would his lease end?
 - a. March 31, 2024
 - b. April 30, 2024
 - c. May 1, 2024

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Brain Teaser #4b

- Carlos' lease began on April 16, 2023, and he picked up his keys and moved into his unit on the same day. The contract rent for the unit is \$2,000. Carlos' rent share is \$1,200 and the voucher payment is \$800.
- What is the voucher payment for the month of April 2023?
 - a. \$800
 - b. \$400
 - c. Cannot be determined with the information provided

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Brain Teaser #4c

- Carlos' lease began on April 16, 2023, and he picked up his keys and moved into his unit on the same day. The contract rent for the unit is \$2,000. Carlos' rent share is \$1,200 and the voucher payment is \$800.
- What is Carlos' tenant rent share for the month of April 2023?
 - a. \$600
 - b. \$1,200
 - c. \$450

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Brain Teaser #4d

- Carlos' lease began on April 16, 2023, and he picked up his keys and moved into his unit on the same day. The contract rent for the unit is \$2,000. Carlos' rent share is \$1,200 and the voucher payment is \$800.
- What is the voucher payment for the month of May 2023?
 - a. \$400
 - b. \$800
 - c. \$2,000

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Brain Teaser #4e

- Carlos' lease began on April 16, 2023, and he picked up his keys and moved into his unit on the same day. The contract rent for the unit is \$2,000. Carlos' rent share is \$1,200 and the voucher payment is \$800.
- What is Carlos' rent share for the month of May 2023?
 - a. \$600
 - b. \$400
 - c. \$800
 - d. \$1,200

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MRVP Lease Addendum

Training Module #4

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Lease Addendum

- The lease addendum is a required attachment to the owner's lease that ensures uniform program administration and protects the participants. The addendum reiterates the responsibilities of the owner and tenant (participant) while participating in MRVP.
- When signing the voucher payment contract, the owner must acknowledge that the lease addendum is attached to the lease.
- The participant has the legal right to enforce the provisions of the lease addendum in court.

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Relationship to the Lease

- The lease addendum acknowledges that the participant and owner have entered a lease to which the addendum is attached.
- While the lease may include have additional requirements for the participant, provisions of the lease may not conflict with the lease addendum.
- The terms of the lease must also agree with the terms of the voucher payment contract.

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Relationship to the Lease

- If there is a conflict between the lease and lease addendum, **the lease addendum will prevail.**
- For example:
 - A participant terminates the lease as a result of repeated incidents of domestic violence in the contract unit. The tenant does not provide notice prior to terminating the lease as they feel it may be unsafe.
 - The owner's lease specifies that the tenant must always give at least 30 days' notice. However, the lease addendum allows the participant to terminate their lease without notice in circumstances of domestic violence.
 - The terms of the lease addendum will supersede the owner's lease, and the participant will be permitted to terminate the lease without notice.

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Participation in MRVP

- The lease addendum acknowledges that the owner is leasing to a tenant who is assisted through the Massachusetts Rental Voucher Program (MRVP).
- To that end, the addendum also acknowledges that the owner and the AA have entered into a voucher payment contract (VPC), in which the AA agrees to make voucher payments for the contract unit on behalf of the participant.

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Lease

- The lease addendum is part of the lease agreement, and acknowledges that:
 - The owner has given the AA a copy of lease.
 - The owner has certified that the lease is consistent with the voucher payment contract.
 - The tenant (participant) has the right to enforce the provisions of the lease addendum.

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Lease Term

- The lease will automatically extend with the same terms and conditions, unless owner or tenant terminates the lease in writing 30 days prior to the renewal date.
 - No specific reason is needed for termination of a lease by a participant or owner if the participant has a mobile voucher.
 - In project-based units, owners may only terminate the lease because of lease violations by the participant, even at the lease renewal date.

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Lease Term

- If the owner or tenant choose to terminate the lease, they may agree to renew the lease on a month-to-month basis to give the tenant more time to search for a new unit.
 - The participant is still bound by the 120-day voucher search period, but they may stay in the contract unit with continued payments if the owner agrees and the AA approves.

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Lease Term

- The owner and tenant may agree to terminate the lease at any time, including during the initial lease term
 - 30 days' notice to the AA is preferred.
- The AA may accept shorter notice in certain circumstances which we will discuss in a separate training.

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Use of Contract Unit

- The lease addendum reiterates MRVP's policy that the contract unit may only be used as the residence for household members approved by the AA. Additionally, the contract unit must be the only residence for the household members.
- The tenant cannot sublease the contract unit or assign the lease.

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Use of Contract Unit

- The tenant must inform the AA of certain changes to the household composition, including births, adoption, or court-awarded custody.
- The tenant must request and receive approval from the AA for any other changes to the household.

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Total Contract Rent

- Total contract rent is:
 - The total rent charged by the owner for the contract unit,
 - Equal to tenant rent share plus the voucher payment,
 - Payment for all housing services, maintenance, utilities and appliances which are provided by the owner.
- The tenant rent share is the portion of the total contract rent paid by the tenant and the voucher payment is the portion paid by the AA.
- The owner may not charge the tenant for rent in addition to the tenant rent share and voucher payment.

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Total Contract Rent (continued)

- The total contract rent cannot exceed the amount approved by the AA.
- The owner must request and receive approval from the AA to increase the contract rent, which may not exceed:
 - The reasonable rent as redetermined by the AA,
 - The rent charged by the owner for comparable unassisted market-rate units.
- The owner may not increase the total contract rent during the initial lease term, unless the tenant has a project-based voucher, and the increase is approved by the AA.

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Security Deposit

- The owner may charge the tenant (participant) a security deposit.
- The security deposit **cannot exceed one month's total contract rent**.
- If the owner collects a security deposit from the tenant, they must comply with the requirements of the Massachusetts Security Deposit Law.

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Other Fees & Utilities

- Fees for items, such as key replacement or parking, must be:
 - Reasonable
 - Specified in the lease
- Additionally, the AA reserves the right to approve these charges.
- The owner may not charge the participant for items customarily included in the rent and provided to unsubsidized tenants at no additional cost.
- The owner is not permitted to ask the participant to assume responsibility for payment of utilities if the owner has already agreed to pay for those utilities in the lease. However, the owner may request to change utility responsibilities at lease renewal.

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Payment to Owner

- The AA will determine the portion of the total contract rent to be paid by the participant and the AA, according to DHCD requirements for the MRVP program.
 - The **participant must pay the tenant rent share**, the portion of the contract rent not covered by the voucher payment.
 - The **AA will make the voucher payment**, which will be credited against the contract rent.

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Payment to Owner

- The tenant is not responsible for paying the portion of the rent covered by the voucher payment. To that end, the owner cannot terminate their tenancy due to the AA's failure to pay the voucher payment if the voucher payment contract is still in effect.
- For example, if the AA suspends voucher payment because the contract unit is not in compliance with Massachusetts State Sanitary code, the owner cannot terminate the tenancy.

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Payment to Owner

- The AA will redetermine the tenant rent share and voucher payment at regular and interim recertification.
- If the tenant makes excess rent payment to the owner due to a recertification, the owner **must immediately return the excess amount** to the tenant. The owner is also permitted to credit the tenant for the overpayment and apply the excess amount to future month(s) rent.

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Maintenance & Utilities: Owner

- The Massachusetts State Sanitary Code (105 CMR 410.00) sets forth Minimum Standards of Fitness for Human Habitation for both leased and owner-occupied housing.
- The lease addendum requires owners participating in MRVP to comply with the Minimum Standards of Fitness for Human Habitation, which are intended to protect the health, safety and well-being of tenants (participants).
- This includes providing utilities needed to comply with these standards. A cost of the utility is the responsibility of the owner, unless the lease specifies that it is the tenant's responsibility.
- In addition to complying with code, the lease addendum also reiterates that the owner must provide all housing services specified and agreed to in the lease.

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Maintenance & Utilities: Tenant

- The lease addendum outlines certain circumstances where the owner will not be responsible or liable for complying with code:
 - If the tenant or their guest damages the contract unit beyond normal wear and tear.
 - If the tenant fails to pay for a utility which the lease specifies are their responsibility, including:
 - Failure to connect or turn on the utility,
 - Nonpayment which results in utility shut-off.

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Maintenance & Utilities: Tenant

- The lease addendum outlines certain circumstances where the owner will not be responsible or liable for complying with code (continued):
 - The owner also will not be held liable if the tenant fails to provide and maintain appliances which are specified as the tenant's responsibility in the lease, including:
 - Failure to supply the appliance,
 - Failure to maintain the appliance in working order.

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Maintenance & Utilities

- The failure of the owner or participant to maintain the unit according to applicable standards is considered a violation of the lease.
- Participant violations of the lease are grounds for termination from the MRVP program.
- Owner violations are grounds for termination of the voucher payment contract.
- Additionally, the owner or participant may terminate the lease if the other party fails to maintain the unit as required by the lease.

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Brain Teaser #5

- Lauren and Michael are expecting a baby, but currently rent a 1-bedroom unit. They inform the landlord on March 1 that they do not wish to renew the lease for their 1-bedroom unit, which will expire on April 30. Lauren and Michael are having difficulty in their search for a new 2-bedroom unit. Can the landlord let them stay in their current unit past the date that the lease expires?

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Brain Teaser #6a

- Sandra has just found a one-bedroom unit and would like to sign a lease to rent it. The owner would like to charge Sandra a security deposit and parking fee. Which (if any) of these fees is the owner permitted to charge? (Check one)
 - a. The security deposit, regardless of amount
 - b. The security deposit, but only if no more than one month's rent and it complies with state law
 - c. The parking fee, but only if it is reasonable and specified in the lease
 - d. b. and c., but only if unassisted tenants are also charged these fees.

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Brain Teaser #6b

- Sandra has signed her lease which specifies that she is responsible for water but does not list or specify responsibility for any other utility. A few months into Sandra's lease, the local electric utility notifies Sandra and the owner that the electricity will be shut-off for non-payment. Who will be liable for this lease violation?
 - a. Sandra
 - b. The owner
 - c. The AA

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Sale of the Contract Unit

- If the contract unit is sold or transferred, the new owner will assume the owner obligations specified in the lease, lease addendum, and voucher payment contract.
- The new owner is bound by all the terms of the original lease and lease addendum and cannot require the participant to sign a new lease.
- Prior to the sale, the original owner must require the new owner assume the obligations of the lease in writing and provide a signed copy to the AA.

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Sale of the Contract Unit

- AAs may use the **Voucher Payment Contract Assignment** form to formalize the change in assistance payments.

To be placed on an attachment

MASSACHUSETTS RENTAL VOUCHER PROGRAM (MVRP)
VOUCHER PAYMENT CONTRACT ASSIGNMENT

This form may be completed when a unit is sold. Signature of former owner not required if unit is a foreclosure.

The property located at _____

I, _____, agree to assign the voucher
Payment Contract to _____
Date _____ Signature of Former Property Owner

I, _____, agree to be bound by and comply with
the terms and conditions of the voucher Payment Contract.
Date _____ Signature of New Property Owner

Please return to:
LH CONTACT INFORMATION HERE

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Termination of Tenancy

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Owner Termination of Tenancy: Initial Lease Term and Extensions

- The lease addendum specifies the reasons which the owner is permitted to terminate the lease during the initial term of the lease and any extension of the term.
 - The owner is permitted to terminate the lease if a fire, flood, or other natural disaster makes the contract unit or building uninhabitable; or if the unit or building is taken by eminent domain.

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Owner Termination of Tenancy: Initial Lease Term and Extensions

- The owner may terminate the lease if the tenant:
 - Fails to pay the tenant rent share,
 - Interferes with the rights of other tenants to peacefully enjoy their apartments, including disturbing neighbors,
 - Seriously damages the contract unit or common areas,
 - Threatens the health or safety of other tenants or the owner, including criminal activity or use of illegal substances,
 - Breaches or violates any provision of the lease or attachments to the lease, including the addendum.

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Owner Termination of Tenancy: After the Initial Lease Term

- After the initial lease term, an owner renting to a tenant (participant) with a tenant-based voucher may terminate the lease for good cause including if:
 - The tenant fails to accept the owner's offer of a new lease or lease revision,
 - The owner wishes to use the contract unit for personal or family use.
- Neither good cause reason to terminate the lease will preempt any state or local law to the contrary.
- It is important to note that if a participant has a project-based voucher, the owner is not permitted to terminate for the good cause reasons listed above.

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Owner Termination of Tenancy: Required Notice

- The owner must provide notice in writing to the tenant and AA before terminating the lease.
- The amount of notice that the owner must provide will depend on the reason for termination:
 - For non-payment of rent, the owner must provide 14 days' notice.
 - For any other lease violation or mutual agreement to terminate the lease, the owner must provide at least 30 days' notice.
 - For natural disasters that cause the unit to become uninhabitable, the owner is not required to provide advanced notice.

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Owner Termination of Tenancy: Eviction

- The owner may only evict the participant through court action.
- The owner must provide the AA with copies of any notices provided to the participant.
- It is important to note that any eviction for lease violation can impact the tenant's eligibility to continue to participate in the MRVP program.

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Owner Termination of Tenancy: Protections for Victims of Abuse

- Lease addendum provides certain protections to tenants who are victims of domestic violence, dating violence, and stalking during termination:
 - Actual or threatened domestic violence, dating violence, and stalking cannot be considered violations of the lease. The owner may not terminate the lease as a result of such incidents.
 - An owner cannot terminate the lease for criminal activity related to domestic violence if a household member is the victim of the criminal activity.

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Owner Termination of Tenancy: Protections for Victims of Abuse

- If one household member is the victim and another household member is the perpetrator of domestic violence, the lease and/or voucher may be bifurcated or split to remove the household member who is the perpetrator. In such circumstances, the lease is not terminated, and other household members continue to participate in the MRVP program.
- It is important to note that the owner (and AA) may terminate a tenant who is a victim of domestic violence for reasons that are not related to abuse.

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Termination of Tenancy by Tenant

- At the end of the initial lease term, the tenant may terminate the lease.
- A participant must have approval from the AA prior to terminating their lease (except at the end of the lease term), unless the reason for lease termination is domestic violence.

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Termination of Tenancy by Tenant

- The tenant may terminate the lease for cause, including:
 - Housing safety violations under the State Sanitary Code,
 - Reasonable accommodation due to a household member's disability,
 - Domestic violence, which does NOT require AA approval,
 - An increase in contract rent is approved resulting in the household contributing more than 40% of net income to gross rent and the household deems the increased household contribution unaffordable, and
 - Other reasons as allowed by law.

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Termination of Tenancy by Tenant

- If the AA approves the participant's cause to break the lease, the participant must give the owner and AA at least 30 days' advance written notice. Notice is not required in cases of domestic violence if it is not feasible or safe to give notice.

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Termination of Tenancy & the VPC

- If the lease for a tenant with a mobile voucher is terminated, the voucher payment contract (VPC) will be terminated at the same time.
- However, terminating a lease for a tenant with a project-based voucher does not impact the project-based VPC.

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AA Termination of Assistance

- The AA is permitted to terminate the assistance of the participant for any grounds authorized, which we will discuss in more detail in Training Module #8.
- DHCD may direct the AA to terminate the participant's MRVP participation as voucher payments are subject to funding appropriated by the Massachusetts Legislature.
- Accordingly, the AA may terminate the assistance of a participant if it does not have enough funds to make voucher payments on their behalf.

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Prohibition of Discrimination

- The lease addendum also specifies that the owner cannot discriminate against any person because of:
 - Race
 - Ethnicity
 - Color
 - Religion
 - Sex
 - National origin
 - Age
 - Familial status
 - Marital status
 - Sexual orientation
 - Ancestry
 - Genetic information
 - Gender identity
 - Veteran status or membership in the armed forces
 - Receipt of public assistance
 - Disability

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Conflict with Provisions of the Owner's Lease

- If provisions of the owner's lease and lease addendum conflict, the lease addendum will prevail.
- If the lease addendum is silent on provisions included in the owner's lease, then the lease will prevail.
- The participant must review the lease terms, as lease violations which result in eviction will impact the participant's eligibility for MRVP.
- The lease addendum is severable. If a judge finds that a provision of the addendum is invalid, the remaining provisions of the lease will still apply.

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Conflict with Provisions of the Owner's Lease

- However, there are certain provisions which will be void even if the owner includes them in the lease. Specifically, the owner cannot require the tenant to:
 - Give prior consent that the owner automatically wins any judgement brought against them in court;
 - Agree that the owner may seize the property without going to court;
 - Waive their right to hold the owner legally responsible for negligence, intentional tortious acts, or breach of contract;
 - Agree that the owner may evict them without going to court;
 - Waive their right to a trial by jury or to appeal a court's decision;
 - Agree to automatically pay the owner's legal fees or other costs associated with a lawsuit.

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Changes in the Lease

- The owner may make changes to the lease if they are mutually agreed on by the owner and tenant and follow MRVP requirements.
- The owner must immediately provide a copy of the changes to the lease to the AA.
- The owner may not make changes to the lease addendum. However, the AA may make changes to the lease addendum in order to comply with federal or state statutes, regulations, or other program requirements.
- The most frequent changes that the AA will make are those to the tenant rent share, voucher payment, contract rent, and household composition.
- The AA will generally provide 30 days' notice of such changes.

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Changes in the Rent

- The owner may increase the contract rent if those changes follow the requirements set forth in the lease addendum.
- The owner must request and receive approval from the AA for the new amount of contract rent.
- The new contract rent amount cannot exceed:
 - The reasonable rent for the contract unit as most recently re/determined by the AA,
 - The rent changed by the owner for comparable unassisted, market-rate units on the premises,
 - The amount approved by the AA.

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Changes in the Rent

- For participants with mobile vouchers, the owner is only permitted to increase the contract rent after the initial lease term.
- For those with project-based vouchers, the owner may increase the contract rent if they receive approval from the AA to do so. The owner is permitted to increase the contract rent during the tenant's initial lease term in a project-based unit if the owner is raising contract rents for all units at the property at once.
- As we will discuss in a separate training, the owner is only permitted to increase the contract rent once in any 12-month period.

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Questions?

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Key Takeaways

- The voucher is executed between the AA and the participant, authorizing the household to rent a unit with MRVP assistance.
- The lease and lease addendum are executed between the landlord and participant. The lease addendum is a **required attachment** to the lease.
- The voucher payment contract is executed between the AA and the owner of the unit rented with the MRVP voucher and authorizes payments to the landlord for the unit in question.

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Key Takeaways

- In order to ensure uniform program administration, the lease addendum reiterates program requirements including those that govern:
 - Contract rent, security deposits, and other fees
 - Use of the contract unit
 - Maintenance and utilities
 - Lease term and changes to the lease
 - Sale of the contract unit
 - Termination of tenancy
- Its provisions also provide important protections for the participant. The provisions of lease addendum will supersede the provisions of the owner's lease if there is a conflict.

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Key Takeaways

- The Owner/Landlord is responsible for tenant screening for suitable tenancy.
- The AA is responsible for determining MRVP program eligibility and that the unit the participant leases is eligible and suitable according to MRVP program guidelines.
- An inspection must be conducted prior to approval of a unit for MRVP assistance (typically conducted by local Board of Health but may be conducted by the AA as long as they do not own the unit).

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Key Takeaways

- The rent requested (either at initial lease up or for any subsequent rent increases) must be reasonable and cannot exceed the maximum allowable contract rent.

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Key Takeaways

- The lease addendum specifies the reasons which the owner is permitted to terminate the lease during the initial term of the lease and any extension of the term.
- The MRVP Lease Addendum provides certain protections to tenants who are victims of domestic violence, dating violence, and stalking during termination.
- A participant must have approval from the AA prior to terminating their lease (except at the end of the lease term), unless the reason for lease termination is domestic violence.

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Upcoming Sessions

#	Topics	Admin Plan Chapter(s)	Date
✓ 1.	• Training Introduction, MRVP Regulations & Governance • Eligibility, Issuance Briefing & Voucher	Chapters 1, 4, 6	March 2023
✓ 2.	• Verification	Chapters 7-8	March 2023
✓ 3.	• Calculation of Income & Voucher Payments	Chapter 7	April 2023
✓ 4.	• General Leasing Procedures & MRVP Lease Addendum	Chapters 9-10	April 2023
→ 5.	• Voucher Payment Contract • Rent Reasonableness & Rent Increases	Chapters 11 & 12	May 2023
6.	• Relocation & Project Based Voucher Transfers	Chapters 13 & 14	May 2023
7.	• Redetermination of Tenant Rent Share	Chapter 16	June 2023
8.	• Terminations & Grievances	Chapter 17	June 2023
9.	• Program Administration & Program Integrity	Chapters 18-19	July 2023

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thank you!

Thank you for your participation!

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