


MASSACHUSETTS  
RENTAL VOUCHER  
PROGRAM (MRVP)

ADMINISTRATIVE  
PLAN TRAINING

**Module #6:**

Part I: Relocation

Part II: PBV Transfers



May 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)	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	June 2023
7.	• Redetermination of Tenant Rent Share	Chapter 16	June 2023
8.	• Terminations & Grievances	Chapter 17	July 2023
9.	• Program Administration & Program Integrity	Chapters 18-19	July 2023

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## Today's Session

### RELOCATION (MOBILE VOUCHERS)

- Lease Termination
- Mobile Voucher Issuance for Relocation
- Voucher Payments During Relocation

### TRANSFERS (PROJECT-BASED VOUCHERS)

- Administrative Transfers
- Offers of Housing Assistance
- Transfers for Good Cause

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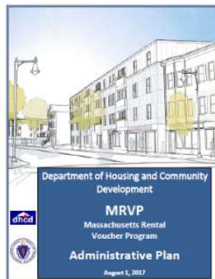
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## Resource Materials

- Use DHCD's MRVP Administrative Plan to ensure consistent application of policies and procedures.
- The policies we are reviewing today are found in Chapter 13 (Relocation) and Chapter 14 (Project Based Voucher Transfers) 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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## Relocation

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## Overview

- The term “relocation” refers to any move by a Participant from one Contract Unit to another
- Relocation is most common with Mobile Voucher Participants
- Moving from a Project Based Unit generally means withdrawing from MRVP, since assistance is assigned to the unit rather than the participant household
  - However, a Project Based Participant may be permitted to transfer out of a PB unit under specific special circumstances.

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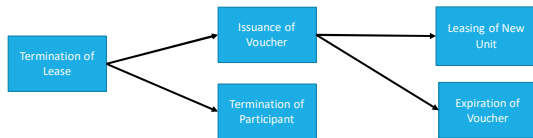
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## Overview

- Today's training will walk through the relocation process – from termination of the lease to leasing of the new unit – as well as other potential outcomes depending on the participants' and owners' circumstances.



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## Lease Termination

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## Lease Termination

- The first step to most relocation processes is the termination of the Lease.
- The termination of the lease may be initiated by the tenant or owner, or by both parties (mutual termination).
- The Notice of Termination must be delivered in writing, and with proper notice in accordance with the lease, tenancy addendum, and all applicable state and local laws.
- A copy of the termination notice or mutual termination form must also be provided to the AA.

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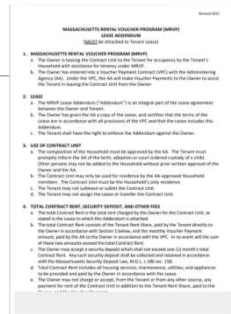
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## Lease Termination

- All Leases shall have the MRVP Lease Addendum attached and can be terminated only in certain circumstances with proper notice.



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## Lease Termination by Owner

- The permissible reasons for Owner termination of a lease differ according to whether the Participant holds a Mobile voucher vs. if the unit is a Project-Based contract unit.
- Owners whose tenants have **Project-Based** vouchers may only terminate or not renew the lease because of:
  - Participant lease violations (including non-payment of rent), or
  - By mutual consent of owner and tenant
- Owners may provide notice of lease termination via a Notice to Quit

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## Lease Termination by Owner: Project Based

- Lease violation: An Owner may terminate the Lease for any Lease violation with **30 days'** notice.
- Such Lease violations can include:
  - Non-payment of rent (**14 day notice**)
  - Interference with the rights of other tenants
  - Causing serious damage to the property or unit
  - Posing a threat to the health or safety of other tenants or the Owner
  - Any other violations of legally permissible Lease provisions.
- The specific Lease violation(s) must be listed in the notice.

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## Lease Termination by Owner: Project Based

- Non-payment of rent:
  - An Owner may terminate the Lease for non-payment of the Tenant Rent Share with **14 days'** notice.
  - The Owner may not terminate the Lease for non-payment of the Voucher Payment by the AA under any circumstance.
  - The exact amount owed and for what periods must be listed in the notice.

**MASSACHUSETTS 14 DAY NOTICE TO QUIT FOR NONPAYMENT**  
Tenant's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Owner's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
I, \_\_\_\_\_, Owner, hereby give notice to you, \_\_\_\_\_, Tenant, that you are in default of the lease agreement for non-payment of rent. You must pay the amount of \$\_\_\_\_\_ within 14 days of the date of this notice, or the lease will be terminated and you will be required to vacate the premises by the date specified in the notice.

**Proof of Delivery**

I, \_\_\_\_\_, Owner, certify that I have delivered this notice to you by the following method:  
A. \_\_\_\_\_ B. \_\_\_\_\_ C. \_\_\_\_\_ D. \_\_\_\_\_  
E. \_\_\_\_\_ F. \_\_\_\_\_ G. \_\_\_\_\_ H. \_\_\_\_\_  
I, \_\_\_\_\_, Tenant, certify that I have received this notice by the following method:  
A. \_\_\_\_\_ B. \_\_\_\_\_ C. \_\_\_\_\_ D. \_\_\_\_\_  
E. \_\_\_\_\_ F. \_\_\_\_\_ G. \_\_\_\_\_ H. \_\_\_\_\_  
I, \_\_\_\_\_, Owner, certify that I have delivered this notice to you by the following method:  
A. \_\_\_\_\_ B. \_\_\_\_\_ C. \_\_\_\_\_ D. \_\_\_\_\_  
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## Lease Termination by Owner: Project Based

- Mutual consent: An Owner and tenant may mutually agree to terminate a Lease at any time and for any reason.
- **30 days'** notice is recommended.

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### Lease Termination by Owner: Mobile Voucher

- Owners whose tenants have **Mobile Vouchers** may terminate the Lease for the following reasons:
  - Non-payment of rent
  - Lease Violations
  - Mutual Consent
  - Other good cause
  - Non-renewal of Lease by Owner

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### Lease Termination by Owner: Mobile Voucher

- Other good cause (**30 days' notice**):
  - An Owner may terminate the Lease for other good cause only after the initial Lease term (first year of the Lease).
  - Good cause may include:
    - The tenant's failure to accept the Owner's offer of a new Lease or revision
    - The Owner's desire to use the Contract Unit for personal use.

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### Lease Termination by Owner: Mobile Voucher

- Non-renewal of Lease by Owner (**30 days' notice**):
  - An Owner may decide not to renew the Lease for any reason with 30 days' notice.
  - The Owner does not need to provide the Participant with a reason for non-renewal.

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## Lease Termination by Owner

- It is the Owner's responsibility to notify the AA of any Owner-initiated Lease termination, but failure to do so does not negate the Lease termination.

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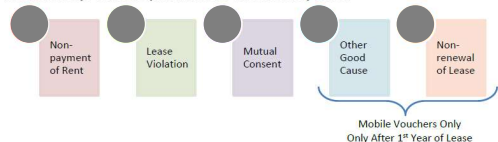
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## Lease Termination by Owner



Number of Days' Notice Required for Lease Termination by Owner



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## Lease Termination by Tenant

- A MRVP participant may terminate a lease under the following circumstances (with proper notice given to the Owner and the AA):
  - Termination for Cause
  - Domestic Violence
  - Mutual Consent
  - Non-Renewal of Lease

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## Lease Termination by Tenant – For Cause

- Termination for Cause may include:
  - Housing safety violations under the State Sanitary Code, documented by local BOH
  - Reasonable accommodation
  - Domestic violence
  - An increase in Contract Rent is approved resulting in the household contributing more than 40% of net income to Gross Rent
  - Other reasons as allowed by law, such as active military service or lease violation by owner
- Lease terminations for cause (other than due to domestic violence) must have prior approval from the AA.

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## Lease Termination by Tenant – Domestic Violence

- A participant may vacate their without prior notice or AA approval if they believe they are at imminent risk due to domestic violence.
- They must notify the AA as soon as possible before or after vacating the unit and verification must be provided within a reasonable period of time after the participant vacates the unit
- Verification may include a sworn statement by the Participant if no other verification (such as police reports or other documentation) is available.

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## Lease Termination by Tenant—Domestic Violence

- “Domestic violence,” when used as a reason to terminate a lease, may also include a sexual assault that took place in the unit in the 90 days prior to the lease termination.
- If a participant is issued a mobile voucher for relocation due to domestic violence, the AA shall endeavor to provide housing search assistance, if needed. Such endeavor may include a referral to the local Housing Consumer Education Center (HCEC).



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### Lease Termination by Tenant – Domestic Violence

- The participant shall notify the Owner that they are terminating the lease with 30 days' notice for cause as soon as possible.
- The AA may pay the entire Contract Rent, if required, during the 30 days' notice period if the participant vacated the unit.

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### Lease Termination by Tenant – Mutual Consent

- Mutual consent (30 days' notice):
  - An Owner and Participant may mutually agree to terminate a Lease at any time, for any reason.
  - **30 days'** notice is recommended (to account for time needed to process a new unit for lease-up).
  - The Participant must notify the AA if the Lease is mutually terminated.

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### Lease Termination by Tenant – Non-Renewal of Lease

- Non-renewal of Lease (30 days' notice):
  - A participant may decide not to renew the lease for any reason with **30 days'** notice.
  - The participant does not need to provide the owner with any reason for non-renewal.

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## Lease Termination by Tenant – Rent Increase

- If the AA approves and increase to the contract rent of the unit, and such an increase results in the household contributing more than 40% of net income to Gross Rent and the household deems this unaffordable, then the household may terminate the lease and relocate to a new unit.
- 30 days' notice is required.
- Prior approval by the AA required.

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## Lease Termination by Tenant

- The AA should never advise a Participant to simply terminate a lease or withhold their tenant rent share due to an owner's actions.
- Massachusetts landlord-tenant law requires a tenant to follow very specific procedures or risk negative consequences
- Even in cases of documented housing safety violations, the AA should never advise a participant to simply withhold the tenant rent share, but rather should advise the participant to seek legal advice as to their rights and remedies.

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## Lease Termination by Tenant



Number of Days' Notice Required for Lease Termination by Tenant



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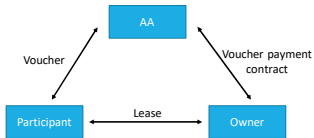
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## Lease Termination by AA

- Because the AA is not a party to the Lease, **the AA cannot terminate the Lease.**
- The AA may terminate the Voucher Payment Contract or the Participant's Voucher, but neither of those actions automatically terminates the Lease.



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## Automatic Lease Termination

- Automatic Lease Termination
  - The lease will automatically terminate if the Contract Unit or all or a substantial part of the property are made uninhabitable by fire, flood, other natural disaster, or condemnation or is taken by eminent domain.

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## Mobile Voucher Issuance

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## Mobile Voucher Issuance

- In general, once a mobile voucher participant's lease is terminated, the AA shall issue the participant a mobile voucher for relocation.
- Exceptions to this:
  - The participant has an **at-fault** eviction pending in court
  - The participant is pending termination from MRVP (except if termination is due to being over-income)
  - The participant is not current on a repayment agreement
- In these instances, because the participant may be terminated from MRVP, reissuing a mobile voucher for relocation is not appropriate.

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## At-Fault Eviction

- "At-fault" = the participant is at fault for the lease violation (such as non-payment of rent, destruction of property, or disturbing the quiet enjoyment of neighbors, etc.).
- **Note:** a Notice to Quit (NTQ) – a document commonly given to tenants when they are behind on rent or have committed lease violations – does **not** mean the Participant is pending an at-fault eviction.
- The NTQ may be the first step in the process of notifying a tenant of lease violations; however, the Participant will **not** be considered to be "pending eviction" until the Summons and Complaint has been filed with the court.

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## Mobile Voucher Issuance – Exceptions

- At-fault eviction:
  - If the eviction proceeding is settled with an **Agreement for Possession** (as opposed to a Judgement for Possession) the AA shall carefully read the agreement and decide whether termination from MRVP for Lease violations is appropriate.
  - If the AA determines that termination is appropriate, the Mobile Voucher shall not be issued.

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## Mobile Voucher Issuance – Exceptions

- Repayment Agreements:
  - The AA shall not issue the Participant a new Mobile Voucher if the Participant has a repayment agreement and has failed to stay current on their payments under the agreement.
  - A Mobile Voucher may be issued for relocation as soon as the Participant settles the outstanding balance of the repayment agreement, including through re-negotiating the repayment agreement based on a decrease in Household income.

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## Mobile Voucher Issuance

- A Mobile Voucher may also be issued to a Project Based Participant in several circumstances.
- These circumstances will be covered in greater detail in the training module on Project-Based Vouchers.

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## Mobile Voucher Issuance

- When a Mobile Voucher is issued for relocation, the official issue date on the Voucher is the Effective Date of the Lease termination, not the date that the Voucher is provided to the Participant.
- The Participant has 120 days, plus any extensions, to locate a new unit and submit an RFPP or reinstate the Lease for the current unit.
- If the Participant does not locate a new unit within the Voucher Search Period, the Participant may remain in the current Contract Unit and the Owner may continue to receive Voucher Payments if:
  - The Owner agrees; and
  - The AA approves.

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## Mobile Voucher Issuance

- General leasing procedures apply at relocation.
- The AA shall perform a complete recertification of the Household's income and composition prior to signing a new Lease, unless a recertification was performed within 60 days prior to the Lease Effective Date.
- If a new recertification was performed within 60 days prior to the Lease effective date, complete a recertification in the system using the prior income and household information.

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## Relocation Due to a Decrease in Voucher Size

- All changes to Voucher Size are effective at the next regular recertification or relocation, whichever occurs first.



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## Relocation Due to a Decrease in Voucher Size

- All changes to Voucher Size are effective at the next Regular Recertification or relocation, whichever occurs first.
- If the Voucher Size decreases, the Household's Tenant Rent Share will likely increase when the Payment Standard is lowered to match the Voucher Size.
- The Household may choose to continue to reside in the unit and be overhoused or may relocate to a more appropriately sized unit.

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### Brain Teaser #3

- Mary requests a voucher to move and provides proper notice to the landlord and AA. The AA issues Mary a voucher. During the voucher search term, the landlord provides the AA with a copy of a Notice to Quit and a court Summons and Complaint for non-payment of rent. What should the AA do?
  - A. Send Mary a MRVP termination notice immediately.
  - B. Hold off on processing any RFPPs until the court issue is resolved.
  - C. Proceed with processing of new RFPPs until/unless Mary is physically evicted from the unit.

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### Brain Teaser #4

- Antonio gives notice to the Owner on January 15th to terminate his lease for March 31st. He provides a copy to the AA and requests a mobile voucher for relocation on January 31<sup>st</sup>. The AA responds to his request and issues him the voucher on February 2<sup>nd</sup>. What is the official issue date on the voucher?

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### Voucher Payments During Relocation

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## Voucher Payments During Relocation

- After a Participant's Lease has been terminated, the AA does not have a valid Voucher Payment Contract with the Owner.
- Nonetheless, the AA is able to make Voucher Payments after Lease termination in the following circumstances:
  - Monthly extension
  - Use and occupancy

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## Voucher Payments During Relocation

- Monthly extension:
  - Once the Lease has been terminated, the Participant and Owner may extend it on a month-to-month basis.
  - Such extensions must be made in writing and signed by the Participant and Owner. Extensions should be submitted to the AA prior to the first of the month.

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## Voucher Payments During Relocation

- Use and Occupancy:
  - If the Participant remains in the Contract Unit after Lease termination, the Owner may submit a written request to the AA for use and occupancy payments based on the Participant's actual period of occupancy in the unit.
  - Payments may only be made after the period for which payment is requested.
  - The AA must verify that the Participant continued to occupy the original unit during the period for which payment is being requested.
  - Payments may not be made automatically and must be requested by the Owner.

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## Voucher Payments During Relocation

- Use and Occupancy payments may not be made:
  - For any period during which the Participant was no longer in the Contract Unit.
  - If the Participant's Voucher has expired
  - If the VPC has been terminated due to a breach by the Owner
  - If the Participant has been terminated from MRVP

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## Voucher Payments During Relocation

- In both cases (monthly extension and use and occupancy), Voucher Payments shall be continued under the prior Lease terms, although the Tenant Rent Share and Voucher Payment amount may be updated as needed.
- The Participant should always pay their Tenant Rent Share while they continue to occupy the unit, even though the Lease has been terminated.
- Failure to pay the Tenant Rent Share may result in eviction due to non-payment of rent and/or termination from MRVP.
- AAs should never advise a Participant to simply withhold their Tenant Rent Share for any reason, but instead should advise a Participant to seek legal advice.

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## Duplicate Payments

- MRVP does not allow duplicate payments during the relocation process or at any other time, except in cases of relocation due to domestic violence.
- If the Participant overlaps Leases or occupancies, even accidentally, the Participant may be liable for the full Contract Rent for that period of time, unless the Participant relocated due to domestic violence.



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## Project-Based Transfers

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## Overview

- Because project-based vouchers are tied to a specific unit, PBV participants generally cannot move and keep their vouchers. Generally, if they want to move, they must withdraw from MRVP.
- However, there are limited circumstances in which a project-based participant can be offered another voucher and can remain in MRVP. These are Administrative Transfers.

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## What are Administrative Transfers?

- Administrative transfers are **mandatory** transfers, primarily because of a threat to the health and safety of the household or for other reasons related to the proper administration of MRVP.
- Administrative transfers can be initiated by the:
  - Owner
  - AA
  - DHCD
  - Participant

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### Alternative to Administrative Transfer

- If there is a problem that would justify an administrative transfer, the first solution is to have the owner provide alternative housing or correct the issue.
- If this is not possible, the household receives an administrative transfer.

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### Circumstances that Warrant an Administrative Transfer

- |                             |                             |
|-----------------------------|-----------------------------|
| 1. Overcrowding             | 7. Immediate Threat         |
| 2. Over-housed              | 8. Termination of VPC       |
| 3. Accessibility Features   | 9. Personal Safety Concerns |
| 4. Unit Uninhabitable       | 10. No Fault Eviction       |
| 5. Domestic Violence        | 11. Temporary Relocation    |
| 6. Reasonable Accommodation |                             |

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### Circumstances that do not warrant an Administrative Transfer

- Under-housed households, unless overcrowded.
  - However, under-housed households may transfer to another Project-Based unit at the same property, if the Owner allows it.
- Victims of a crime, unless there is a continued threat to the safety of the household, specific to its residence.
- Violation of state the State Sanitary Code unless the unit is condemned.
- Housing characteristic that was present at move-in, unless another factor has changed to make the characteristic an immediate threat to the health and safety of the household.

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## Administrative Transfer Waiting List

- AAs are responsible for maintaining a waiting list of households with a PBV that require an administrative transfer.
- Households will be added to the list based on the date and time that the transfer was approved or deemed necessary.
- DHCD may inspect the waiting list.

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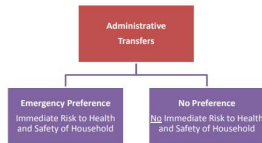
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## Administrative Transfer Waiting List

- Only one preference applies to households on the Administrative Transfer Waiting List: **Emergency preference.**
- This applies when the current housing poses an immediate risk to the health and safety of the household.
- All participants not eligible for the emergency preference are in the “no preference” category.



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## Emergency Preference

- When housing poses an **immediate risk to the health and safety of the household**, the household is given an emergency preference on the Administrative Transfer Waiting List.
- The risk must be documented, except when a disability and need for a reasonable accommodation is obvious.

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Emergency Preference

In order to qualify for an emergency preference, the housing must pose an immediate risk to the health and safety of the Household. Immediate risk may be caused by, but is not limited to:

- Overcrowding
- Accessibility Features
- Unit Uninhabitable / Condemned
- Domestic Violence
- Reasonable Accommodation / Features Necessary for Activities of Daily Living
- Termination of VPC by Owner or AA
- Personal Safety Concerns
- Other Immediate Threats

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Emergency Preference - Overcrowding

- An overcrowded household is one that has too many people living in it based on square footage and characteristics of the unit, as defined by the State Sanitary Code.
- Because overcrowding is a violation of the State Sanitary Code, it is a serious and immediate threat to the health and safety of the household.
- Overcrowded shall be considered good cause to terminate a Lease and also shall justify an emergency preference for an administrative transfer.

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Emergency Preference - Overcrowding

- Households may never be overcrowded at the time of initial leasing.
- If a household becomes overcrowded due to birth, adoption, or court-ordered custody, work with the household to relocate them as soon as possible.

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## Emergency Preference - Overcrowding

- Minimum required total square feet for units with at least one bedroom (single room units are calculated differently):

Number of Occupants	Minimum Required Total Square Feet of Unit
1	150
2	250
3	350
4	450
5	550
6	650
7	750
8	850
9	950
10	950

- Minimum required square feet for a bedroom:

Number of Occupants	Minimum Required Square Feet
1	70
2	100
3	150
4	200

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## Emergency Preference - Overcrowding

- For example, at initial leasing Marina was a sole household member living in a 225 square foot, 1-bedroom unit.
- When she gave birth to a son, the household was overcrowded and the family needed to transfer to an appropriately sized unit that met the State Sanitary Code.

Square Footage Requirements for 1+ Bedroom Units

Number of Occupants	Minimum Required Total Square Feet of Unit	Minimum Required Total Square Feet of a Bedroom
1	150	70
2	250	
3	350	
4	450	
5	550	
6	650	
7	750	
8	850	
9	950	
10	950	

Varies based on number of bedrooms and sleeping arrangements, see Chapter 9.2

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## Emergency Preference - Accessibility

- If a participant is living in a unit with accessibility features, but does not need the features, the participant is required to transfer if another tenant or applicant needs the accessibility features.

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## Emergency Preference - Uninhabitable Unit

- Unit is uninhabitable, as determined by a licensed or certified inspector, due to:
  - Fire, flood, or natural disaster
  - Damage
  - Deferred maintenance
  - Renovation
  - Condemnation
- Considered an immediate risk to health and safety.

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## Emergency Preference - Domestic Violence

- The term “Domestic Violence” includes domestic violence, dating violence, sexual assault, and stalking, all as defined below.
- Domestic violence when used as a reason for an administrative transfer may also include a sexual assault that took place in the contract unit in the 90 days prior to lease termination.
- Domestic violence situations must be verified.
- Considered an immediate risk to health and safety.

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## Emergency Preference - Reasonable Accommodation

- Considered an immediate threat to health and safety if the household cannot access features of the unit necessary to complete activities of daily living.
- Must be verified.
- For example, Amanda lives in a 3rd floor Project Based unit with her daughter. The building does not have an elevator. Her daughter suffers a permanent injury and can no longer climb stairs. Amanda requests an administrative transfer.

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## Emergency Preference - Activities of Daily Living (ADL)

- The basic ADLs or physical ADLs are those skills required to manage one's basic physical needs, including personal hygiene or grooming, dressing, toileting, transferring or ambulating, and eating.

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## Emergency Preference - VPC Termination

- The Voucher Payment Contract is terminated by the owner or AA.
- Considered an immediate threat to health and safety

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## Emergency Preference - Personal Safety Concerns

- Personal safety concerns not related to domestic violence.
- Must be:
  - Grounded in actual, recent events or creditable threats targeted to one or more household members;
  - Specific to the residence
- Considered an immediate threat to health and safety.

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## Emergency Preference - Other Immediate Threats

- Other reasons that are considered an immediate threat to health and safety.

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## Emergency Preference

- Immediate risk to the health and safety of the household – for the purposes of the Emergency preference – should not include the following:
  - Under-housed Households (unless over-crowded)
  - Over-housed Households
  - Households living in dangerous or violent neighborhoods
  - Households that have been a victim of a crime, unless there is a continued threat to the safety of the Household, specific to its residence
  - Units in violation of the State Sanitary Code (until the unit is condemned)
  - A characteristic of the housing that was present at move-in, unless another factor has changed to make the characteristic an immediate risk to the health and safety of the Household
  - No fault eviction.

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## Vacate with Emergency Preference

- Due to an immediate threat to health and safety and limited housing opportunities, a household may need to vacate their unit before housing can be found with an MRVP voucher:
  - Except in the case of domestic violence, AA prior approval is required in coordination with the owner.
  - Household retains emergency preference on the Administrative Transfer waiting list.
  - Household does not need to be found eligible for MRVP prior to being issued a voucher, however, new household members must be approved.

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### Brain Teaser #5

- Marie is disabled and she requests an additional bedroom for her medical equipment as a reasonable accommodation. However, she accepts a 1-bedroom unit using her MRVP PB voucher. After she moves into the unit, Marie requests an emergency preference for a 2-bedroom unit. Assume there is no change in Marie's condition.
- Is she eligible for an emergency preference?

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### Brain Teaser #6

- Which of the following circumstances qualify for an emergency transfer? (Select all that apply.)
  - A. The VPC for Mark's unit was terminated by the owner
  - B. Debbie's unit was destroyed by fire.
  - C. The Smith Family qualifies for a 3 bedroom voucher and lives in a unit with 4 bedrooms
  - D. The Garcia Family qualifies for a 3 bedroom voucher and lives in a 2 bedroom unit, but is not considered overcrowded
  - E. All of the above

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### Not an Immediate Risk

- The following circumstances do not pose an immediate risk to health and safety:
  - Under-housed households who are not overcrowded
  - Over-housed households
  - No fault eviction
  - Temporary relocation

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## Under-housed Households

- Under-housed households are households that are living in a unit that is smaller than the Voucher Size.
- Not considered an immediate risk to health and safety if the household is not overcrowded.
- A Project Based or Mobile Participant may voluntarily choose to be under-housed at the time of initial leasing, but may not then use being under-housed as a reason for transfer or good cause to terminate the lease, unless the household composition has increased after leasing.
- An under-housed household may transfer to another project-based unit at the same property, if allowed by the owner.

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## Over-Housed Households

- Over-housed households are households that are living in a unit that is larger than the voucher size.
- Not considered an immediate risk to health and safety.
- A Project Based participant may not be over-housed at the time of initial leasing. The household may become over-housed during the lease period if a household member leaves.
- A Mobile Participant may be over-housed at the time of initial leasing provided the unit is affordable based on the appropriate voucher size.

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## Over-Housed

- Example, at initial leasing the Hernandez family had a 3-bedroom voucher.
- When Enrique moved out of the unit, the household no longer qualified for the 3-bedroom unit and they were required to transfer to an appropriately sized unit.

Name	Relationship	Sex	Age	Bedroom
Jose	HOH	M	42	1
Jena	Spouse	F	38	1
Ingrid	Daughter	F	19	2
Enrique	Son	M	21	3

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## No Fault Eviction

- No fault evictions are where a landlord is evicting a tenant who has done nothing wrong.
- Not permitted by the MRVP Lease Addendum; however, they might still occur. This includes instances where the household is evicted from the Project Based unit, but is not terminated from MRVP.
- Not considered a threat to health and safety.

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## Temporary Relocation

- Caused by maintenance or repair of the unit or property.
- Generally, owners are required to provide alternative housing during the process. Contact DHCD if the owner is unable to provide alternative housing.
- Not considered an immediate threat to health and safety.

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## Offers of Housing Assistance

WAITING LIST SELECTION  
EMERGENCY PREFERENCE  
NO PREFERENCE

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## Selection from the Waiting List

- Before offering assistance to an applicant on the waiting list, first review participants on the Administrative Transfer waiting list and offer assistance to a participant with an emergency preference.



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## Emergency Preference

- Offer **next available** housing, including:
  - Mobile MRVP voucher
  - Project-based MRVP voucher (only where the AA is responsible for tenant selection)
  - State-aided public housing (at AA's discretion)

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## Emergency Preference

- Household must be eligible for type of housing offered.
  - For example, do not offer a non-elderly, non-disabled household, a unit in state-aided elderly public housing.
- Project-based units must be the appropriate unit size for the household, although the household may choose to be under-housed.
- Contact DHCD if appropriate housing is not and will not likely be available.

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## No Preference

- Instead of offering the next Mobile or Project-Based voucher, the AA may wait for a suitable unit within the current development:
  - If a suitable unit is expected to become available within a “reasonable time” (AA determines what is a “reasonable time” )
  - Coordinate with the owner
  - May need to amend Appendix A of the VPC

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## No Preference

- Offer the next available housing if no suitable housing is or expected to be available within a reasonable time at the current development and there are no participants on the Administrative Transfer waiting list with an emergency preference:
  - Project-Based MRVP voucher (where the AA is responsible for tenant selection)
  - Mobile MRVP voucher only if the household is over-housed
  - State-aided public housing (at the AA's discretion)
- Household must be eligible for type of housing offered.

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## Good Cause Refusal

- Participants can turn down an offer of housing assistance if they can show good cause.
- Good cause includes, but is not limited to:
  - Reasonable accommodation
  - Domestic violence
  - Other work, school, or health reason.

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## Offer of Project-Based Voucher

- Project-Based participants **must** accept an offer of a Project-Based Voucher through an Administrative Transfer unless they can show good cause to refuse the offer.

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## Example of Good Cause Refusal of PB Voucher

- A participant living in a PB unit in West Roxbury who is offered an administrative transfer to a PB unit in Burlington may have good cause to turn down the offer if the move would cause the participant to be far away from his/her job.

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## Offer of Mobile Voucher

- Only offer Mobile MRVP vouchers to:
  - Participants on the Administrative Transfer waiting list with emergency preference; or,
  - Over-housed participants.

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## Offer of Mobile Voucher

- Terminate participation in MRVP if a participant offered a Mobile voucher through an administrative transfer, without good cause:
  - Refuses to accept the Mobile voucher; or,
  - Fails to sign a lease during the term of the voucher. Consider extension requests due to reasonable accommodations and domestic violence.
- Since Mobile vouchers can be used anywhere, it is hard for a participant to show good cause for turning down a Mobile voucher.

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## Offer of Mobile Voucher

- For relocations due to domestic violence, provide housing search, if needed, i.e. referral to the local Housing Consumer Education Center.

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## LHA-Issued MRVP Vouchers

- LHAs may issue MRVP vouchers to state-aided public housing tenants as an administrative transfer.
- This must be an agency-wide decision, i.e. an LHA cannot issue or not issue MRVP vouchers to individual tenants at their discretion.
- Public housing tenants who are approved for an administrative transfer must also meet all MRVP eligibility requirements, including being a tenant in good standing in subsidized housing.

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## Transfers for Good Cause

- MRVP does not have a preference or specific waiting list for participants requesting a transfer for good cause.
- However, transfers between units in individual housing developments may be allowed for good cause.

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## Does Not Qualify for an Administrative Transfer

- MRVP PB participants who want to relocate and keep their MRVP voucher, but do not qualify for an administrative transfer may apply for MRVP.
- They will be selected off of the waiting list following selection requirements.

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## Brain Teaser #7

- True or False? The O'Hara Family lives in North Adams and was placed on the Administrative Transfer waiting list with no preference. The family has a 3-bedroom voucher and lives in a 3-bedroom unit. The composition of the family has not changed since they received the voucher. BHDC can offer the family a mobile voucher when one becomes available.

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## Brain Teaser #8

- Pierre lives in an accessible unit; however, he does not need the accessibility features. If there is applicant or participant household that needs an accessible unit, Pierre may be required to transfer.

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## Questions?

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## Key Takeaways

- Today's session covered the following:
  - The process for terminating an existing lease
  - The permissible reasons for termination of a lease by the Owner or the Tenant
  - The process for approving issuance of a mobile voucher to a participant
  - When voucher payments can be made during the relocation process

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## Key Takeaways

- The Lease Termination and Relocation process differs according to:
  - Who is terminating the lease (i.e. the Participant or Owner)
  - What type of voucher (i.e. Mobile or Project-Based)
  - Other circumstances – such as domestic violence, unit becomes inhabitable, lease violations, etc.

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## Key Takeaways

- The Lease is a document between the Participant/Tenant and the Owner/Landlord. The AA is not a party to the lease and therefore cannot terminate the lease or enforce provisions of the lease.
- The AA should never advise the Participant to terminate their lease or withhold rent and should instead encourage the Participant to seek legal advice if needed.
- The AA should carefully review all written notices pertaining to lease termination and any summary process or other court actions to determine appropriate actions.

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## Key Takeaways

- The AA may continue to make payments to an Owner even after the lease has terminated, if the Participant continues to occupy the unit.
- Use an occupancy payments cannot be made automatically and must be requested by the Owner and confirmed/approved by the AA before payment can be made.
- Duplicate or overlapping payments are not permitted, except in cases of domestic violence.

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## Key Takeaways

- If, during a Project Based tenancy, there is a problem which would justify an administrative transfer the first solution is to have the Owner provide alternative housing or correct the issue. The second solution is for the AA to transfer the Household with an administrative transfer.
- Administrative transfers are mandatory transfers, primarily because of a threat to the health and safety of the Household or for other reasons related to the proper administration of MRVP.
- Administrative Transfers can be initiated by the Owner, AA, DHCD, or Participant. The AA may initiate an administrative transfer for any sound administrative reason.

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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 12 & 14	June 2023
➔ 7.	• Redetermination of Tenant Rent Share	Chapter 16	June 2023
8.	• Terminations & Grievances	Chapter 17	July 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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