

MASSACHUSETTS  
RENTAL VOUCHER  
PROGRAM (MRVP)  
  
ADMINISTRATIVE  
PLAN TRAINING

Module #8:  
Terminations and Grievances



July 2023

1

---

---

---

---

---

---

---

---

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.
- All trainings are now available at EOHLC's MRVP training website:  
<https://www.mass.gov/info-details/training-resources-for-state-rental-assistance-program-providers>

Training Module #82

2

---

---

---

---

---

---

---

---

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 Voucher Payment & Tenant Rent Share	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

Training Module #8

3

---

---

---

---

---

---

---

---

## Today's Session

- Today's session will cover the following areas:
  - Error vs. Fraud
  - Repayment Agreements
  - Termination Notice Policies
  - Mandatory vs. Voluntary Terminations
  - Over-Income Policies
  - Termination under VAWA
  - Grievance Procedures

Training Module #8

4

4

---

---

---

---

---

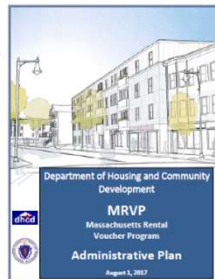
---

---

---

## Resource Materials

- Use EOHLC's MRVP Administrative Plan to ensure consistent application of policies and procedures.
- The policies we are reviewing today are found in Chapter 17 of the Administrative Plan.
- The goal is to know where to find the information you need and to correctly apply policies.



Training Module #8

5

5

---

---

---

---

---

---

---

---

## Overview

- If a household fails to meet the obligations of an MRVP participant, the household shall be subject to termination from MRVP or other consequences, as described in this training module.
- AAs shall seek alternatives to termination whenever appropriate based on the participant's situation, but there are circumstances when termination of assistance is necessary.
- AA shall develop and fairly and reasonably apply rules as to when households are terminated and when alternatives may be offered.

Training Module #8

6

6

---

---

---

---

---

---

---

---

## Overview

- A termination from MRVP automatically terminates the voucher and voucher payment contract on the effective date of program termination.
- The participant may continue to live in the contract unit, but may be responsible for the entire contract rent, and if the participant fails to pay that rent, the owner may evict for nonpayment.
- Once MRVP assistance is terminated, the AA is no longer involved in any form in the relationship between the participant and owner.

Training Module #8

7

7

---

---

---

---

---

---

---

## Error versus Fraud

8

8

---

---

---

---

---

---

---

## Error vs. Fraud

- The main difference between error and fraud is **intent**.
  - An **error** is unintentional.
  - **Fraud** is a deliberate act to gain an advantage. It is hard to determine intent.

Training Module #8

9

9

---

---

---

---

---

---

---

## Error

- A common guideline is that a household's one-time failure to report information may be viewed as error, particularly if the household provides any requested information or explanations promptly when asked.
- In these cases, the household shall be given the benefit of the doubt and the AA may assume that it was an **error**.

Training Module #8

10

10

---

---

---

---

---

---

---

## Error

- In cases of error, a household shall not be terminated simply for failure to report information, unless the information when received indicated that termination is otherwise required.
  - For example, if the newly discovered income results in the tenant being over income and ineligible for MRVP, termination is required.
- If necessary and appropriate, the household shall be offered a repayment agreement.

Training Module #8

11

11

---

---

---

---

---

---

---

## Fraud

- If a household repeatedly fails to report information over the course of long periods of time, on numerous forms, or does not reveal the information when questioned, the AA may assume the household is acting deliberately and purposefully withholding information, which is fraud.
- In cases of fraud, even if minor, termination is appropriate.

Training Module #8

12

12

---

---

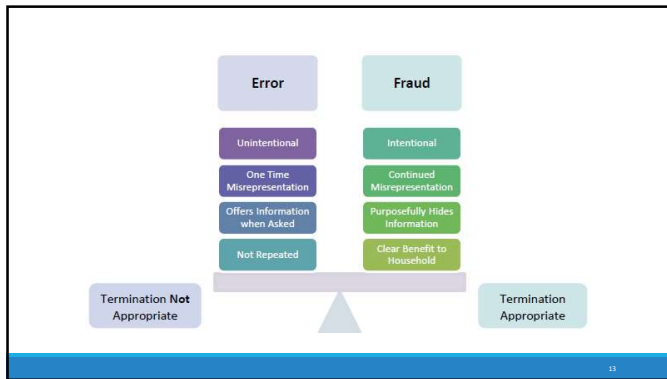
---

---

---

---

---



13

---

---

---

---

---

---

---

---

## Repayment Agreements

14

---

---

---

---

---

---

---

---

### Repayment Agreements

- When a participant has failed to report accurately or timely (i.e., late recertifications) their family composition and income information or falsely verifies said information resulting in the AA overpaying a subsidy on their behalf, the participant must repay these amounts to the AA.
- The participant is obligated to repay the amounts owed as a condition of continued participation in the program.
- In these cases, depending on the circumstances and amount owed, the AA may offer a repayment agreement to the participant.

15

---

---

---

---

---

---

---

---

## Repayment Agreements

- To determine the amount owed, the voucher payment will be adjusted retroactively to the date such a change would have taken effect had the change of net income or household composition been properly reported, and the participant shall pay the AA the difference.

Training Module #8

16

16

---

---

---

---

---

---

---

## Repayment Agreements

- The participant may pay the balance of the amount owed in a lump sum or may enter into a repayment agreement for payment over time.
- The frequency of payments required and payment amounts of a repayment agreement must be reasonable based on the household's income.
- The length of repayment agreements must also be reasonable. All repayment agreements must be calculated in a reasonable and equitable manner.

Training Module #8

17

17

---

---

---

---

---

---

---

## Repayment Agreements

- The monthly amount due under a repayment agreement may NOT be more than:
  - 10% of the household's monthly net income, and/or
  - Five years (60 months) long (unless approved by ED or designee).
- It is recommended that repayment agreements are calculated so the household pays less of their income over a longer period of time.
- Participants may make additional payments, outside of the prescribed monthly amount, at any time.

Training Module #8

18

18

---

---

---

---

---

---

---

## Repayment Agreements

- If the participant cannot repay the total amount owed under those conditions, the repayment agreement may be extended to seven years (84 months) with the approval of the executive director of the AA or their designee.
- If the household cannot pay the total amount owed when paying no more than 10% of their net income over seven years, termination may be appropriate.
  - Consult EOHLC for further guidance.

Training Module #8

19

19

---

---

---

---

---

---

---

## Repayment Agreements

- If the participant's net household income decreases, they may request to have their repayment agreement recalculated to lower their monthly payment and extend the length of the agreement, if necessary.
- Note that recalculated repayment agreements may be more than seven years long.
- AAs shall not require payment when a participant's net household income is \$0.

Training Module #8

20

20

---

---

---

---

---

---

---

## Repayment Agreements

- All repayment agreements are interest free, and no additional fees, such as late fees or processing fees, shall be charged.
  - However, AAs may still charge the amount charged to them by a financial institutional for a check returned for insufficient funds.
- The household must consent to all terms of the repayment agreement in writing as a condition of continued program participation.

Training Module #8

21

21

---

---

---

---

---

---

---

## Repayment Agreements

- A participant may not enter into more than one repayment agreement at any time. If another repayment agreement is required while the first repayment agreement remains in effect, the household shall be terminated.
- Participants shall never be required to enter into repayment agreements for additional subsidies paid on their behalf due to agency error.

Training Module #8

22

22

---

---

---

---

---

---

---

---

## Repayment Agreements

- Participants may be issued a voucher for relocation while under a repayment agreement if they are not behind on their payments.
- The participant may also transfer to another AA, if necessary.
  - Upon leasing, the participant must enter into a repayment agreement with the receiving AA for the balance owed or be terminated from MRVP.

Training Module #8

23

23

---

---

---

---

---

---

---

---

## Repayment Agreements

- If a participant does not agree that excess voucher payments were made on their behalf and refuses to either pay the balance owed or enter into a repayment agreement, the AA shall give the participant time to submit documentation to verify the participant's claims.
- If the participant cannot submit satisfactory documentation and still refuses to either pay the balance owed or sign a repayment agreement, the participant shall be terminated from MRVP.

Training Module #8

24

24

---

---

---

---

---

---

---

---



## Example #1

	Situation	Error or Fraud?	Appropriate Action?
1.	Sandy is receiving child support as of her last recertification. She begins to receive unemployment but fails to report this to the AA, as required. This is Sandy's first time not reporting income and she provides all requested info promptly.		
2.	The Miller family consists of Susan (the HOH) and her two minor children, ages 2 and 4. The AA reviews Susan's tax return and discovers that she has been filing jointly with her husband, and that he lives with her and has been living with her for the past 6 years. He was never reported during recertification and his income, had it been reported, would have made the family over income for the program.		

Training Module #8

25

25

---

---

---

---

---

---

---

---

## Example #1

	Situation	Error or Fraud?	Appropriate Action?
1.	Sandy is receiving child support as of her last recertification. She begins to receive unemployment but fails to report this to the AA, as required. This is Sandy's first time not reporting income and she provides all requested info promptly.	Error	
2.	The Miller family consists of Susan (the HOH) and her two minor children, ages 2 and 4. The AA reviews Susan's tax return and discovers that she has been filing jointly with her husband, and that he lives with her and has been living with her for the past 6 years. He was never reported during recertification and his income, had it been reported, would have made the family over income for the program.		

Training Module #8

26

26

---

---

---

---

---

---

---

---

## Example #1

	Situation	Error or Fraud?	Appropriate Action?
1.	Sandy is receiving child support as of her last recertification. She begins to receive unemployment but fails to report this to the AA, as required. This is Sandy's first time not reporting income and she provides all requested info promptly.	Error	Repayment Agreement
2.	The Miller family consists of Susan (the HOH) and her two minor children, ages 2 and 4. The AA reviews Susan's tax return and discovers that she has been filing jointly with her husband, and that he lives with her and has been living with her for the past 6 years. He was never reported during recertification and his income, had it been reported, would have made the family over income for the program.		

Training Module #8

27

27

---

---

---

---

---

---

---

---

### Example #1

	Situation	Error or Fraud?	Appropriate Action?
1.	Sandy is receiving child support as of her last recertification. She begins to receive unemployment but fails to report this to the AA, as required. This is Sandy's first time not reporting income and she provides all requested info promptly.	Error	Repayment Agreement
2.	The Miller family consists of Susan (the HOH) and her two minor children, ages 2 and 4. The AA reviews Susan's tax return and discovers that she has been filing jointly with her husband, and that he lives with her and has been living with her for the past 6 years. He was never reported during recertification and his income, had it been reported, would have made the family over income for the program.	Fraud	

Training Module #8

28

28

---

---

---

---

---

---

---

---

### Example #1

	Situation	Error or Fraud?	Appropriate Action?
1.	Sandy is receiving child support as of her last recertification. She begins to receive unemployment but fails to report this to the AA, as required. This is Sandy's first time not reporting income and she provides all requested info promptly.	Error	Repayment Agreement
2.	The Miller family consists of Susan (the HOH) and her two minor children, ages 2 and 4. The AA reviews Susan's tax return and discovers that she has been filing jointly with her husband, and that he lives with her and has been living with her for the past 6 years. He was never reported during recertification and his income, had it been reported, would have made the family over income for the program.	Fraud	Termination

Training Module #8

29

29

---

---

---

---

---

---

---

---

### Example #1

	Situation	Error or Fraud?	Appropriate Action?
3.	The Garcia family lists income from two separate jobs on their recertification questionnaire, but only provides pay stubs for one of them. The AA does not follow up to request additional pay stubs and uses income from only one of the jobs to calculate annual income and rent. The AA discovers this at the household's next recertification the following year.		
4.	A household fails to report income from their side business in which they receive payments "under the table." They state that they didn't know that they needed to report this income. The AA reviews the file and discovers that this is the third time over the course of the household's program participation that they failed to report this income.		

Training Module #8

30

30

---

---

---

---

---

---

---

---

## Example #1

	Situation	Error or Fraud?	Appropriate Action?
3.	The Garcia family lists income from two separate jobs on their recertification questionnaire, but only provides pay stubs for one of them. The AA does not follow up to request additional pay stubs and uses income from only one of the jobs to calculate annual income and rent. The AA discovers this at the household's next recertification the following year.	Error	
4.	A household fails to report income from their side business in which they receive payments "under the table." They state that they didn't know that they needed to report this income. The AA reviews the file and discovers that this is the third time over the course of the household's program participation that they failed to report this income.		

Training Module #8

31

31

---

---

---

---

---

---

---

---

## Example #1

	Situation	Error or Fraud?	Appropriate Action?
3.	The Garcia family lists income from two separate jobs on their recertification questionnaire, but only provides pay stubs for one of them. The AA does not follow up to request additional pay stubs and uses income from only one of the jobs to calculate annual income and rent. The AA discovers this at the household's next recertification the following year.	Error	N/A
4.	A household fails to report income from their side business in which they receive payments "under the table." They state that they didn't know that they needed to report this income. The AA reviews the file and discovers that this is the third time over the course of the household's program participation that they failed to report this income.		

Training Module #8

32

32

---

---

---

---

---

---

---

---

## Example #1

	Situation	Error or Fraud?	Appropriate Action?
3.	The Garcia family lists income from two separate jobs on their recertification questionnaire, but only provides pay stubs for one of them. The AA does not follow up to request additional pay stubs and uses income from only one of the jobs to calculate annual income and rent. The AA discovers this at the household's next recertification the following year.	Error	N/A
4.	A household fails to report income from their side business in which they receive payments "under the table." They state that they didn't know that they needed to report this income. The AA reviews the file and discovers that this is the third time over the course of the household's program participation that they failed to report this income.	Fraud	

Training Module #8

33

33

---

---

---

---

---

---

---

---

## Example #1

	Situation	Error or Fraud?	Appropriate Action?
3.	The Garcia family lists income from two separate jobs on their recertification questionnaire, but only provides pay stubs for one of them. The AA does not follow up to request additional pay stubs and uses income from only one of the jobs to calculate annual income and rent. The AA discovers this at the household's next recertification the following year.	Error	N/A
4.	A household fails to report income from their side business in which they receive payments "under the table." They state that they didn't know that they needed to report this income. The AA reviews the file and discovers that this is the third time over the course of the household's program participation that they failed to report this income.	Fraud	Termination

Training Module #8

34

34

---

---

---

---

---

---

---

---

## Termination Notice Policies

35

35

---

---

---

---

---

---

---

---

## Termination Notice Policies

- Because termination can have a lasting effect on an entire household, the AA should make every effort to reach out to the participant in various ways prior to termination.
- If it is known to the AA that the head of household is an LEP person, translation or oral interpretation of written notices regarding termination, including warning letters and pre-termination meeting and termination notices, may be required.
- All notices must be sent in accordance with any reasonable accommodations on file.

Training Module #8

36

36

---

---

---

---

---

---

---

---

## Warning Letter

- For many types of terminations, as will be outlined later, one or two warning letters are required. Minimum requirements for warning letters are:
  - A plain language description of the situation that may lead to termination;
  - A statement that if the behavior is not corrected, the household will be terminated from MRVP; and
  - Information on how to request a reasonable accommodation.

Training Module #8

37

37

---

---

---

---

---

---

---

## Pre-Termination Meeting

- For most terminations, the AA is required to attempt to meet with the head of household, virtually or in person, prior to termination:
  - The head of household must receive at least seven calendar days' written notice prior to the meeting.
  - If the head of household fails to appear at the meeting without prior notice, except in case of an emergency, they shall be given one more opportunity to attend a meeting.
  - If the head of household fails to attend two meetings as scheduled, AA may proceed with termination.

Training Module #8

38

38

---

---

---

---

---

---

---

## Pre-Termination Meeting

- For most terminations, the AA is required to attempt to meet with the head of household, virtually or in person, prior to termination:
  - The AA must give the head of household a reasonable amount of time following the meeting to provide any information promised in the meeting or to take any necessary steps as promised in the meeting.
  - If the head of household does not speak or understand English or is an LEP person, the AA shall provide translation services.

Training Module #8

39

39

---

---

---

---

---

---

---

- The head of household must be notified in writing of the termination.
- In cases of death, termination notices shall be addressed to "The Estate of [Head of Household Name]"
- When the participant has vacated the unit, reasonable attempts shall be made to locate them.
- Termination notices shall be sent to the contract unit and the new address, if known.

<p>To be placed on AM WhiteList?</p>	<p>December 2007</p>
<p>Participant Name</p>	<p>Date</p>
<p>Participant Address</p>	
<p>City, State, Zip Code</p>	
<p>Re: Notification of your WhiteList entry</p>	
<p>Dear Participant:</p>	
<p>Please be advised that Agency has received your participation in the WhiteList notice being sent to you on 11/26/07. The WhiteList notice will allow you to be placed on the WhiteList. The Agency will no longer mail additional notices, payments.</p>	
<p>Thank you for your participation in this funding program.</p>	
<p>Description of services for transmission in public language</p>	
<p>The program serving the Massachusetts Bureau of Public Language</p>	
<p>Agency Name: Massachusetts Bureau of Public Language</p>	
<p>Agency Address: 1000 North Main Street, Suite 1000, Lowell, MA 01850</p>	
<p>Your Agency Name: [Agency Name] Agency Address: [Agency Address]</p>	
<p>Your Agency Name: [Agency Name] Agency Address: [Agency Address]</p>	
<p>Your Agency Name: [Agency Name] Agency Address: [Agency Address]</p>	
<p>Your Agency Name: [Agency Name] Agency Address: [Agency Address]</p>	
<p>Your Agency Name: [Agency Name] Agency Address: [Agency Address]</p>	
<p>Your Agency Name: [Agency Name] Agency Address: [Agency Address]</p>	
<p>Your Agency Name: [Agency Name] Agency Address: [Agency Address]</p>	
<p>Your Agency Name: [Agency Name] Agency Address: [Agency Address]</p>	
<p>Your Agency Name: [Agency Name] Agency Address: [Agency Address]</p>	
<p>Your Agency Name: [Agency Name] Agency Address: [Agency Address]</p>	
<p>Your Agency Name: [Agency Name] Agency Address: [Agency Address]</p>	

Training Module #8

---

---

---

---

---

---

- Notification of termination must be sent by regular mail **AND** by certified or registered mail with receipt requested or some other method of delivery (hand delivery, overnight mail, etc.) that provides a way of documenting that the head of household received the termination notice.
- Proof of receipt of the termination notice, if received, shall be kept in the participant's file.
- Proof that the delivery service attempted and failed to deliver the notice (such as a returned certified mail envelope) shall also be kept in the participant's file.

[illegible]

---

---

---

---

---

---

- Owners must be notified of termination, but for privacy reasons the AA must not provide owners with the reason for termination.
- For LEP persons, the AA shall follow guidelines in Chapter 3.3 of the MRVP Administrative plan and their own Language Access Plan.
- Termination notices must be sent in accordance with any reasonable accommodations on file.
- Termination notices must explain how the head of household can request a reasonable accommodation.

---

---

---

---

---

---

## Termination Notice

- Termination notices to participants must include the reason for termination. The reason for termination:
  - Must be written in plain language and
  - The language from the regulation and voucher, with a full citation, must be included, if applicable.

MRVP Termination Guide	
<p><b>Note:</b> Unless already noted, if there is a voucher citation listed for a specific reason for termination, the following regulation citation may also be added to the termination notice.</p> <p>202 CDR 80.042222: To be otherwise eligible for the MRVP, an applicant or participant including all household members must not: ... (b) be found to comply with the terms of the MRVP voucher.</p>	
<p><b>Note:</b> Unless otherwise noted, Voucher Citations are listed at the back Module and Project Based vouchers.</p>	
<p><b>Reason for Termination:</b></p> <p><b>Voluntary Termination</b></p> <p><input type="checkbox"/> <b>Warning Letter(s)</b></p> <p><input type="checkbox"/> <b>Pre-termination Hearing</b></p> <p><input type="checkbox"/> <b>Termination Notice</b></p> <p><input type="checkbox"/> <b>AA to File Grievance</b></p> <p><input type="checkbox"/> <b>Other: _____</b></p> <p><b>Regulation Citation:</b> None</p>	<p><b>Reason for Termination:</b></p> <p><b>Over Issues</b></p> <p><input type="checkbox"/> <b>Warning Letter(s)</b></p> <p><input type="checkbox"/> <b>Pre-termination Hearing</b></p> <p><input type="checkbox"/> <b>Termination Notice</b></p> <p><input type="checkbox"/> <b>AA to File Grievance</b></p> <p><input type="checkbox"/> <b>Other: _____</b></p> <p><b>Regulation Citation:</b> 202 CDR 80.042222</p> <p>A participant who is found to be in violation of the MRVP rules, shall be given a warning letter. If the participant is found to be in violation of the MRVP rules, the participant shall be given a pre-termination hearing. If the participant is found to be in violation of the MRVP rules, the participant shall be given a termination notice. If the participant is found to be in violation of the MRVP rules, the participant shall be given a grievance. If the participant is found to be in violation of the MRVP rules, the participant shall be given a grievance. If the participant is found to be in violation of the MRVP rules, the participant shall be given a grievance.</p>
<p><b>Voucher Citation:</b> None</p> <p><b>Note:</b> Head of Household notifies through written request and a letter to the household. Voucher termination is pending any time before the official date of termination.</p>	<p><b>Voucher Citation:</b> None</p> <p><b>Note:</b> Send written termination letter when the head of household is notified. Voucher termination is pending any time before the official date of termination. Just was the voucher from state. Voucher citation is the date of termination.</p>

43

## Termination Notice

- Termination notices must list next steps, including:
  - How to file a grievance;
  - The time frame for filing a grievance (at least 14 calendar days is required);
  - If the participant files a grievance, they will be given an opportunity to have an informal settlement conference;
  - The participant has a right to examine documents related to the termination and how to make that request; and
  - Who to contact at the AA with questions (direct contact info).
- It is recommended that a self-addressed stamped envelope for the AA is included in termination notices to make it easier for the head of household to file a grievance and/or request a reasonable accommodation.

44

## Reinstatement Notice

- If the household is reinstated into MRVP during the termination process, the head of household and owner shall be notified in writing.
  - Notification of reinstatement must be sent by regular mail and with receipt requested or some other way of verifying that the Household received the reinstatement notice.
  - Owners must be notified of reinstatement but must not be notified of reason for termination.

45

## Voluntary Termination

46

---

---

---

---

---

---

---

## Voluntary Termination

- A household may voluntarily terminate its participation in MRVP at any time for any reason.
- Requests to terminate program participation must be made in writing by the head of household.
- Once the request is received by the AA, a termination letter is sent to both the owner and head of household, giving the head of household at least 30 days' notice of termination of MRVP participation.
- The head of household may rescind the voluntary termination, by making such request in writing, at any point before program participation is terminated.

47

---

---

---

---

---

---

---

## Over Income

48

---

---

---

---

---

---

---



## Over Income

- A household shall remain income eligible for MRVP **until 6 months after** the first date at which **both** of the following conditions are met:
  1. The household's net income is more than 80% Area Median Income (AMI) for the locality in which the household lives; **and**
  2. The tenant rent share is equal to the contract rent and/or no subsidy is being paid on the family's behalf.
- The household shall be terminated effective six months after the first date both conditions above are met.

Training Module #8

49

49

---

---

---

---

---

---

---

---

## Over Income

- During the 6-month period, the household is still a full participant in MRVP, and the voucher may be re-issued for relocation.
- If at any point during the 6-month period, one of the conditions ceases to be met, the household shall no longer be terminated and be automatically reinstated into MRVP.

Training Module #8

50

50

---

---

---

---

---

---

---

---

## Over Income

- The AA shall give the owner and participant written notice that the voucher will be terminated in 6 months. The notice shall include the date on which the termination will become effective.
- The AA shall again give the owner and participant written notice approximately **45-60 days** prior to the termination effective date.
- If the participant is reinstated, notice of the six-month period must be given each time the household becomes over income.

Training Module #8

51

51

---

---

---

---

---

---

---

---

## Over Income

- Participants cannot file grievances for over-income terminations.
- The participant may, however, file a rent share grievance at the time the tenant rent share is calculated, if they believe their tenant rent share was calculated incorrectly.

52

---

---

---

---

---

---

## Mandatory Terminations

53

---

---

---

---

---

---

## Mandatory Terminations

- An alternative to termination shall be sought by the AA, if possible.
- For some causes, such as death of the sole household member, there are no possibilities other than termination.
- The Termination Guide in the MRVP Administrative Plan provides a helpful guide for reasons for termination, regulation citations, and possible pre-termination procedures, notice required, and allowable grievances.

[illegible]

54

---

---

---

---

---

---

## Mandatory Terminations

- The AA shall also carefully consider all mitigating circumstances when determining whether termination is the appropriate action.
- Requests for reasonable accommodations and instances of domestic violence must also be considered. All situations shall be handled in a fair and consistent manner.
- If no alternative to termination can be found, it is required in the circumstances noted on the following slides.

Training Module #8

55

55

---

---

---

---

---

---

---

---

## Failure to Comply with Repayment Agreement

- If a household fails to comply with all terms of a repayment agreement with an AA, including repeated late or partial payments without prior AA approval, they may be terminated from MRVP.
- Send out at least **two** written notices that the household is behind on their repayment (or have underpaid) and that continued inaction on their part shall result in termination.
- If the written warning letters are not sufficient, schedule a **pre-termination meeting** with the head of household and offer the household the opportunity to become current on the repayment agreement.

Training Module #8

56

56

---

---

---

---

---

---

---

---

## Failure to Comply with Repayment Agreement

- If the household does not become current on the repayment agreement, terminate the household's MRVP participation.
- **30 days'** notice is required before this termination becomes effective.
- If the household becomes current on the repayment agreement any time prior to when program termination is effective, reinstate the household.
- While the household may file a grievance, they may only contest whether they are in compliance with the repayment agreement, not the existence of the repayment agreement itself.

Training Module #8

57

57

---

---

---

---

---

---

---

---

- If a household is evicted from the contract unit **for cause**, the household must be terminated from MRVP.
- Eviction **for cause** is a judgment for possession of the leased premises for the owner, entered against the household by a court for good cause. *Good cause* includes:
  - Failure to pay rent,
  - Damage to the property,
  - Disturbing the quiet enjoyment of neighbors, or
  - Otherwise violating the lease terms.

Eviction for Cause

58

---

---

---

---

---

---

---

- The household may sign an **Agreement for Possession** of the leased premises with the owner, instead of having a court issue Judgment for Possession.
- An **Agreement for Possession** means that the household agrees to vacate the contract unit by a certain date and if they do not, the owner may ask the court for an eviction order.
- Sometimes agreements for possession will list lease violations, such as failure to pay rent. As part of signing the agreement, the household is admitting to the lease violations.

Eviction for Cause

59

---

---

---

---

---

---

---

- Households may be terminated based on the content of an **Agreement for Possession**, but exercise extreme caution and consider any mitigating circumstances.
- Many tenants do not have adequate legal representation or advice when they go to court, whereas many owners do. Courts may also push owners and tenants to work together and sign an agreement, rather than have a judge issue an order.
- An eviction can also have lasting, detrimental effects on a household, such as losing their housing subsidy, so tenants may sign an agreement for possession because they do not want to risk getting evicted, even if they are not at fault.

Eviction for Cause

60

---

---

---

---

---

---

---

- For terminations for evictions for cause, schedule a pre-termination meeting with the household to discuss the eviction for cause and to review any possible mitigating circumstances, such as:
  - Temporary loss of income or increase in expenses for which the tenant rent share could not be adjusted;
  - If damage to the unit or disturbance was caused by a household member that is no longer part of the household;
  - Provisions under VAWA.
- Absent a compelling reason for why the household is not at fault for the eviction, the household must be terminated from MRVP.

Eviction for Cause

61

---

---

---

---

---

---

---

---

Falsified Application

- If the household misrepresented or falsified information required to be submitted as part of the household's MRVP application or application process, or a prior application within three years, and the household fails to establish that the falsification or misrepresentation was unintentional, terminate the household's MRVP participation.
- Schedule a pre-termination meeting to discuss the falsification and allow the household to present information that the misrepresentation was unintentional.
- Give the household the benefit of the doubt, meaning if it is more likely than not that the falsification was unintentional, do not pursue the termination.

62

---

---

---

---

---

---

---

---

- If the household or any of the members of the household have engaged in criminal activity which interfered with or threatened the rights of other tenants, AA employees, or owners, terminate the household's MRVP participation.
- Schedule a pre-termination meeting with the head of household and the household member who engaged in criminal activity to discuss the incident(s).
- The AA must determine it is more likely than not that the crime was committed by the household member, regardless of conviction. AA's may consider police reports.
- Consider all mitigating circumstances and adhere to the VAWA requirements.

Criminal Activity

63

---

---

---

---

---

---

---

---

- If the household member who committed the crime is not the head of household and is removed from the household, termination of the remainder of the household is not necessary.
- When deciding on termination, consider the severity of the action, past incidents, and likelihood to cause physical harm to others, as well as all other mitigating circumstances.
- Note that if the criminal activity results in a household member, who is not the head of household, being classified as a sex offender subject to lifetime registration in Massachusetts, the household member must be removed from the household, or the household must be terminated from MRVP.

### Criminal Activity

64

---

---

---

---

---

---

---

---

### Failure to Comply with MRVP Voucher

- If a household fails to comply with the terms of the MRVP voucher, the household shall be subject to termination.
- Failing to comply with the voucher may include:
  - Violating the lease and/or MRVP Lease Addendum;
  - Improperly terminating the lease;
  - Subletting, assigning, or transferring the contract unit;
  - Receiving duplicative assistance;
  - Having a financial interest in the unit.

65

---

---

---

---

---

---

---

---

### Failure to Comply with MRVP Voucher

- A household that is terminated for failing to comply with the MRVP voucher will be ineligible for MRVP for a period of **three years** following their termination.
- Following a second termination from MRVP for failing to comply with the MRVP voucher, the household will be ineligible for MRVP indefinitely.
- A household that is a current participant in MRVP can be terminated from MRVP for failure to comply with the MRVP voucher, even if that failure was in the past.
  - If the past failure to comply was not known at the initial determination of eligibility, but is discovered later, the household will likely also be terminated for falsifying their application or not reporting past terminations.

66

---

---

---

---

---

---

---

---

Failure to Comply with MRVP Voucher

- Schedule a pre-termination meeting with the household to discuss the situation.
- If the household continues to fail to be in compliance with the MRVP voucher, terminate the household's MRVP participation.
- If the household returns to compliance with the MRVP voucher any time prior to when program termination is effective, all termination proceedings may be dropped.
- However, in cases of fraud, termination is appropriate, even if the household becomes compliant with the MRVP Voucher.

Training Module #8
67

67

---

---

---

---

---

---

---

---

- If the household or any members of the household have directed abusive or threatening behavior which was unreasonable and unwarranted toward an AA employee during the application process, any prior application process within three (3) years, or through the regular administration of MRVP, the household is subject to termination.
- Physical violence of any kind from a household member directed at an AA employee will not be tolerated and shall result in immediate termination.

Abuse towards AA

68

68

---

---

---

---

---

---

---

---

- If the abusive or threatening behavior did not involve physical violence, schedule a pre-termination meeting with the head of household and the household member who engaged in abusive behavior to discuss the incident(s).
  - The meeting can be in-person (if the AA feels it is safe to do so) or virtual
- Consider all mitigating circumstances.
- If the household member who committed the abuse is not the head of household and is removed from the household, termination is not necessary.
- When deciding on termination, consider past behavior, severity of the behavior, and the likelihood of physical harm if the behavior is repeated.

Abuse towards AA

69

69

---

---

---

---

---

---

---

---

Failure to Provide Information

- If a household fails to provide information reasonably necessary for the AA to process the family's application or conduct a recertification or reexamination, the household is subject to termination.
- A household's failure to recertify, by either not attending recertification meetings with the AA or failing to return recertification information mailed to them, is included under failure to provide information.
  - The AA must be able to show every effort was made, up to and including termination, to complete the recertification.

Training Module #870

70

---

---

---

---

---

---

---

---

Failure to Provide Information

- Request the information **twice** in writing through warning letters, noting that failure to provide information may result in termination.
- If the information is not provided after warning letters, schedule a **pre-termination meeting** with the household to discuss the information required, reasons why the information was not provided, and possible termination.
- If the information is not provided, terminate the household's MRVP participation.
- If the information is provided to the satisfaction of the AA at any time prior to when program termination is effective, drop all termination proceedings.

Training Module #871

71

---

---

---

---

---

---

---

---

- If the household intends to or lives somewhere other than the contract unit as their sole residence, terminate the household's MRVP participation. Such intention or action can be evidenced by:
  - Subletting the unit,
  - Establishing a second residence,
  - Having a second or vacation home,
  - Signing another lease.
- Schedule a **pre-termination meeting** with the household to discuss the situation and to review any possible mitigating circumstances.
- Absent a compelling reason for why the household is not using the contract unit as their sole residence, terminate the household's MRVP participation.

Unit is Not Sole Residence

Training Module #872

72

---

---

---

---

---

---

---

---



## Vacating / Abandoning the Unit

- If the household has vacated or abandoned the unit in violation of the lease and/or voucher, terminate the household's MRVP participation.
  - **Vacated:** If the entire household is gone from the unit for more than 30 days, consecutively or collectively, in any 12-month period without prior approval from the AA, consider the unit **vacated** and proceed with termination, even if the household may intend to return to the unit and may continue to pay the tenant rent share.
  - **Abandoned:** Typically, when a unit is **abandoned**, most if not all of the household's possessions are removed from the unit. When the household has no intention of returning, the unit may be considered abandoned.

Training Module #8

73

73

---

---

---

---

---

---

---

---

## Vacating / Abandoning the Unit

- Although **no warning letter or pre-termination meeting is required prior to termination**, attempt to locate the household and determine the reason for vacating.
- Send a termination notice to the household at the last known address, understanding that the household may not receive the notice.
- If the household can provide a compelling reason why vacating the unit was necessary, such as a claim of domestic violence, the household may still be eligible for MRVP and may be reinstated into MRVP.

Training Module #8

74

74

---

---

---

---

---

---

---

---

- If a household member is a current illegal user of one or more controlled substances (as defined in M.G.L. c. 94C §1), terminate the household's MRVP participation.
  - This includes use of substances at a location other than the contract unit or premises
  - Note that marijuana is not a controlled substance.

## Illegal Drug Use

75

75

---

---

---

---

---

---

---

---

- A person's illegal use of a controlled substance within the preceding **12 months** creates a presumption that such person is a current illegal user of a controlled substance.
- However, this presumption may be mitigated if the household can sufficiently demonstrate that the person has permanently ceased all illegal use of controlled substances.
- Consider any efforts of treatment or rehabilitation as a mitigating circumstance when deciding if termination from MRVP is appropriate.

Illegal Drug Use

76

---

---

---

---

---

---

---

- Schedule a **pre-termination meeting** with the head of household and the household member who engaged in illegal drug use (if not the head of household) to discuss the incident(s). The AA must determine whether it is more likely than not that illegal drug use occurred.
- Consider all mitigating circumstances, including efforts to stop using illegal substances.

Illegal Drug Use

77

---

---

---

---

---

---

---

- If the household member who used illegal substances is not the head of household and is removed from the household, termination is not necessary.
- When deciding on termination, consider the severity of the action and past incidents.
- Note that if a household member, who is not the head of household, is arrested or convicted for the manufacture or production of methamphetamine, the household member must be removed from the household. If the household member is not removed from the household, the household must be terminated from MRVP.

Illegal Drug Use

78

---

---

---

---

---

---

---

## Intentional Damages

- If a household or any of the members of the household cause intentional damages to the contract unit in an amount **exceeding 2 months of rent during any 1-year period**, the household is subject to termination from MRVP.
- Schedule a **pre-termination meeting** with the head of household and the household member who caused the damages to discuss the damages.
- If the household member who caused the damages is not the head of household and is removed from the household, termination is not necessary.

Training Module #8

79

79

---

---

---

---

---

---

---

## Intentional Damages

- If the damage was caused by documented domestic violence and the perpetrator is no longer in the household, termination shall not be pursued.
- When deciding on termination, the full extent of the damages, mitigating circumstances (including domestic violence), and past behavior shall be considered.

Training Module #8

80

80

---

---

---

---

---

---

---

- If a household fails to accurately report income and as a result subsidy is overpaid on their behalf, determine if the failure was due to error or fraud by the family.
- If determined to be due to error by the family, offer a repayment agreement. If due to fraud, terminate the household's MRVP participation.

## Failure to Report Changes in Income or Household Composition

81

81

---

---

---

---

---

---

---

- If a household fails to report changes to its composition, determine if the failure was due to error or fraud by the family.
- Failure to report additions due to birth, adoption, or court ordered custody in a timely manner is often error.
- Households may purposely fail to report new household members because of income or because the additional member is ineligible for MRVP, which constitutes fraud.

### Failure to Report Changes in Income or Household Composition

82

82

---

---

---

---

---

---

---

---

- Any guest who stays in the unit for more than 30 days, consecutively or collectively, in any 12-month period is considered a household member for the purpose of tenant rent share calculation and must be added to the household following all MRVP guidelines.
- If the person is ineligible for MRVP, then either the person must leave the household, or the voucher will be terminated for failure to comply with the MRVP voucher.

### Failure to Report Changes in Income or Household Composition

83

83

---

---

---

---

---

---

---

---

- If the failure to report a change in household composition is determined to be due to error, add the household member and offer a repayment agreement, if necessary to account for an increase in tenant rent share required due to the income of the additional household member.
- In cases where fraud is suspected but cannot be verified (i.e., it cannot be confirmed the unreported household member is living in the contract unit), give the household the opportunity to add the household member and enter into a repayment agreement, if appropriate. In cases of verified fraud, terminate the household's MRVP participation.

### Failure to Report Changes in Income or Household Composition

84

84

---

---

---

---

---

---

---

---

- Schedule a **pre-termination meeting** with the household to discuss the situation. A repayment agreement may be offered at this time.
- In cases of unreported income or income discrepancy found via wage match, give the household time to submit documentation regarding the unreported income.
- If the household refuses to sign the repayment agreement or does not submit satisfactory documentation, or in cases of fraud, terminate the household's MRVP participation.

### Failure to Report Changes in Income or Household Composition

85

85

---

---

---

---

---

---

---

---

### Death of Only Household Member

Training Module 86

86

- If the head of household is the only household member and dies, the household is automatically terminated from MRVP, effective the end of the month of the death, regardless of when the owner and/or AA was informed of the death.
- Neither family members of the participant nor anyone else may make claim to the voucher and be awarded it.
- No notification is required prior to termination, except for the termination notice, and grievances may not be filed.

86

---

---

---

---

---

---

---

---

- If during an administrative transfer a household with a project-based voucher is offered a project-based unit that is the appropriate size and refuses the offer without good cause, terminate the household's MRVP participation.
  - *Good cause* may be a reasonable accommodation or work, school, or health reason.
- Similarly, if the household with a project-based voucher in need of an administrative transfer is offered a mobile voucher and does not accept the voucher or ultimately sign a lease with the mobile voucher within the allotted timeframe, terminate the household's MRVP participation.

### Refusing an Offer of Housing Assistance—Project-Based Only

87

87

---

---

---

---

---

---

---

---

## No Longer Residing in Unit—Project-Based Only

- In most circumstances, if a household with a project-based voucher ceases to reside in the project-based unit, the voucher terminates, and the household is not entitled to any MRVP benefits.
- The AA may warn the household of the ramifications of leaving the unit, but no notice is required prior to termination.
- Grievances may not be filed.

Training Module #8

88

88

---

---

---

---

---

---

---

- If a household is issued a mobile voucher and does not locate a suitable unit and submit an RFPP within 120 days (plus any approved extensions) the voucher will expire, and the household is not entitled to further benefits under MRVP.
- Note that if a mobile voucher is issued for relocation not due to a decrease in voucher size or administrative transfer and the household does not find a suitable unit within the voucher search period, the household may remain in the current unit and the owner may continue to receive voucher payments if the owner agrees and AA approves.

## Voucher Expiration – Mobile Only

89

89

---

---

---

---

---

---

---

- Inform the household at the time of issuance and 30 days before the voucher expires that if the voucher expires the household will be terminated. In the notice, explain the participant may request an extension or reasonable accommodation.
- No other notice is required prior to termination.
- Grievances may not be filed for the voucher expiration.
  - However, a family could file a grievance that the AA failed to do something properly.

## Voucher Expiration – Mobile Only

90

90

---

---

---

---

---

---

---

## Brain Teaser #1

	Reason for Termination	Pre-Termination Meeting Required?	Able to File a Grievance?
1	Failure to comply with repayment agreement		
2	Eviction for cause		
3	Falsified application		
4	Criminal activity		
5	Failure to comply with MRVP voucher		
6	Vacating/abandoning unit		
7	Death of sole household member		
8	No longer residing in unit (project-based)		
9	Voucher expiration (mobile voucher)		

91

---

---

---

---

---

---

---

---

## Grievances

92

---

---

---

---

---

---

---

---

## Grievances

- In the context of MRVP, a grievance is:
  - An allegation by a participant that an AA or an AA employee has acted or failed to act in accordance with any statute, regulation, or rule regarding the program and/or conditions of participation; and
  - That the alleged action or failure to act has adversely affected the status, rights, duties, or welfare of the grievant or a household member.

93

---

---

---

---

---

---

---

---

## Grievances

- The following cannot be the subject of a grievance:
  - The meaning of a statute, regulation, or rule;
  - A dispute between a participant and another participant, neighbor, or household member, in which the AA is not involved.
- A grievance cannot be filed by a household member who is not the head of household, on behalf of the head of household or any household member of another participant.

Training Module #8

94

94

---

---

---

---

---

---

---

---

## Grievance Procedures

- All grievances related to termination for MRVP must be initiated by a program participant in writing and mailed or delivered to the AA at its main office within **14 calendar days** after the date of the termination notice.
- The AA has discretion to permit a grievance to be initiated late. Permit additional time for initiation of a grievance if there was a good reason for late initiation of the grievance (such as a reasonable accommodation) and that the late initiation would not cause prejudice to the AA.
- All grievances must be initiated within **6 months** of the date of the termination notice or the date on which the grievant first became aware or should have become aware of the subject matter of the grievance.

Training Module #8

95

95

---

---

---

---

---

---

---

---

## Informal Settlement Conference

- Promptly after the initiation of a grievance, offer the grievant the opportunity to discuss the grievance informally in an attempt to settle the grievance without the necessity of a grievance hearing. The grievant must request an informal settlement conference be scheduled.
- Give reasonable advance notice (at least 7 calendar days) to the grievant and their representative of a time and place for an informal settlement conference.

Training Module #8

96

96

---

---

---

---

---

---

---

---



## Informal Settlement Conference

- If the matter is not resolved at the informal settlement conference, hold a grievance hearing.
- Failure to attend an informal settlement conference does not affect a grievant's right to a grievance hearing.

Training Module #8

97

97

---

---

---

---

---

---

---

## Hearing Date and Notice of Hearing

- Schedule a grievance hearing regarding whether good cause exists for terminating a voucher within 21 days or as soon as reasonably practical after the date on which the AA receives the grievance.
- Give reasonable advance written notice (at least 7 calendar days) of the time and place of the hearing to the grievant and to their representative.
- If a grievant fails to appear at a grievance hearing without prior notice unless due to an emergency, the AA may give the grievant one more opportunity to attend a grievance hearing. If the grievant fails to attend two grievance hearings, the grievance shall be dismissed, and the AA's initial decision will be final.

Training Module #8

98

98

---

---

---

---

---

---

---

## Pre-Hearing Examination of Relevant Documents

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

Training Module #8

99

99

---

---

---

---

---

---

---

## Procedure at Grievance Hearings

- A hearing panel or the hearing officer must conduct the grievance hearing in a fair manner without undue delay.
  - The hearing panel or the hearing officer must initially take appropriate steps to define the issues.
  - Thereafter, relevant information, including testimony of witnesses and written material, will be received regarding such issues. Both the grievant and the AA are entitled to question each other's witnesses.

Training Module #8

100

100

---

---

---

---

---

---

---

---

## Procedure at Grievance Hearings

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

Training Module #8

101

101

---

---

---

---

---

---

---

---

## Written Decision and Effect of Decision

- Within 14 calendar days following the hearing or as soon thereafter as reasonably possible, the hearing panel or the hearing officer must provide the AA with a written decision on the grievance, describing the factual situation and ordering whatever relief, if any, appropriate under the circumstances and under applicable laws, regulations, rules and/or policies.
- The decision must be based only on the evidence presented at the grievance hearing and such additional information as may have been requested by the panel members or the hearing officer.
- The copy of the decision must also include information on how the grievant may request a review by the AA's board or other equivalent body and a timeframe for doing so.

Training Module #8

102

102

---

---

---

---

---

---

---

---

## Review by the AA's Board or Other Equivalent Body

- The grievant or the AA may request review of the decision by the AA's Board or other equivalent body, as designated by the AA.
- The AA's Board may review the decision, or the AA may appoint another equivalent body, subject to approval by EOHLC.
- The other equivalent body does not need to be an AA employee or Board.
- Two or more AAs may share responsibilities for reviewing decisions.
- An equivalent body may be, but is not limited to, an appointed review board or the Executive Director of the AA.

Training Module #8

103

103

---

---

---

---

---

---

---

---

## Review by the AA's Board or Other Equivalent Body

- The body that reviews the decision must:
  - Have extensive knowledge of MRVP, Budget Line Item language and regulations, and all EOHLC guidance;
  - Have extensive knowledge of related laws, regulations, and AA policies and procedures;
  - Not consist, entirely or in part, of the hearing panel or hearing officer that issued the decision;
  - Not have a vested interest, financial or otherwise, in the decision or the subject matter; and
  - Maintain confidentiality surrounding the grievant and all personal information.

Training Module #8

104

104

---

---

---

---

---

---

---

---

## Review by the AA's Board or Other Equivalent Body

- The Board or other equivalent body must promptly decide whether to uphold, set aside or modify the decision after permitting the AA and grievant to make oral presentations and submit documentation.
- The Board or other equivalent body may also permit the hearing officer or hearing panel to make a presentation.
- The decision of the Board or other equivalent body must be in writing and explain its reasoning.

Training Module #8

105

105

---

---

---

---

---

---

---

---

## Review by EOHLC—Terminations Only

- If the AA's Board or other equivalent body makes a material change in a decision of the hearing panel or hearing officer, upon written request of the AA or grievant made within 14 days of mailing or other delivery of the decision, EOHLC will review the decision of the Board or other equivalent body.
- EOHLC may request written documentation from the parties.
- EOHLC will review all submitted materials and render a written decision after consideration of the facts presented upholding, setting aside or modifying the decision of the Board or other equivalent body.
- **EOHLC only reviews grievances filed regarding termination of MRVP assistance. EOHLC does not review any other grievances.**

Training Module #8

106

106

---

---

---

---

---

---

---

## Effect of a Decision on a Grievance

- The last rendered decision on a grievance is binding between the AA and the grievant with respect to the particular circumstances involved in the grievance, provided that a participant must exhaust all administrative remedies prior to seeking review in court.
  - If a participant does not timely pursue the appropriate administrative remedy in accordance with the grievance process and timeframes specified in this chapter and 760 CMR 49.00, that level of review is deemed waived.

Training Module #8

107

107

---

---

---

---

---

---

---

## Effect of a Decision on a Grievance

- If a court has jurisdiction to determine a matter which has been subject to decision on a grievance, the court's determination on the matter supersedes the decision on the grievance.
  - As between the AA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

Training Module #8

108

108

---

---

---

---

---

---

---

## Voucher Payments During Grievances

- Continue to pay the voucher payment to the owner on behalf of the MRVP participant, until the MRVP participant's voucher has been terminated and the MRVP participant has ceased to pursue the grievance process.
- If a court of competent jurisdiction orders the AA to continue making voucher payments, continue to do so (as long as the participant remains in the contract unit) and alert EOHLIC immediately.

Training Module #8

109

109

---

---

---

---

---

---

---

## Questions?

110

110

---

---

---

---

---

---

---

## Key Takeaways

- There is a distinction between participant error and participant fraud, and the appropriate actions for each differ.
- Procedures related to termination of MRVP assistance may vary by the reason for termination.
- The grievance process and procedures exist to allow an MRVP participant to dispute an action or inaction by an AA or AA staff person adversely affecting the participant.
- Refer to Chapter 17 (Terminations and Grievances) of the MRVP Administrative Plan as needed.

Training Module #8

111

111

---

---

---

---

---

---

---

## 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

Training Module #7

112

112

thank you!

Thank you for your participation!

113

113