



Department of Housing and Community  
Development

**MRVP**

Massachusetts Rental  
Voucher Program

**Administrative Plan**

August 1, 2017



## Cover Image

Four Corners / Upper Washington

Owner: Vietnamese American Initiative for Development (Viet-AID)

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35 affordable units and 3,200 square feet of commercial space in Dorchester's Four Corners neighborhood. Nine units have MRVP Project Based HPSTF Vouchers and a preference for extremely low-income, homeless families.

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## Chapter 1: Overview

### 1.1 Introduction

The Department of Housing and Community Development (DHCD) is issuing this Administrative Plan to aid in the administration of the Massachusetts Rental Voucher Program (MRVP). As MRVP grows and changes, it is important to create one document to house all of the information about MRVP in a format that is both comprehensive and easily understandable. DHCD also envisions this Administrative Plan to be a living document that has the flexibility to change as MRVP changes.

Chapter 2 contains terms and their definitions. Many of these terms have a particular meaning for the purposes of MRVP that may be different from their usage in other DHCD programs. When one of these terms is capitalized in this plan, it is defined as described in Chapter 2.

### 1.2 DHCD

DHCD is a department of the Executive Office of Housing and Economic Development (EOHED). DHCD runs a variety of programs, including public housing, emergency shelter, housing stabilization, rental assistance, affordable rental and home ownership development, community development, fuel assistance, and other community services. DHCD partners with hundreds of private organizations throughout the state to achieve its goals. MRVP is overseen by DHCD's Bureau of Rental Assistance (BRA).

#### 1.2.1 Mission

DHCD's mission is to strengthen cities, towns and neighborhoods to enhance the quality of life of Massachusetts residents. DHCD provides leadership, professional assistance and financial resources to promote safe, decent affordable housing opportunities, economic vitality of communities and sound municipal management.

### 1.3 Administering Agencies [760 CMR 49.02]

DHCD contracts with agencies to administer MRVP on its behalf. These agencies fall into two broad categories—Local Housing Authorities (LHA) and Regional Administering Agencies (RAA). For MRVP, the two types of agencies have comparable roles and responsibility. In this document, Administering Agency (AA) refers to both LHA and RAA.

#### 1.3.1 Local Housing Authorities [M.G.L.c.121B§3; 760 CMR 5.00]

Local Housing Authorities (LHAs) are independent authorities formed at the city or town level to provide public housing and rental assistance to low income elderly persons, families, or persons



with disabilities. LHAs receive funds directly from the Commonwealth to support MRVP and/or state-aided public housing. Some also receive Federal funds to support Federal public housing and/or Housing Choice Voucher Program rental assistance. There are approximately 240 LHAs in Massachusetts. Approximately 105 LHAs administer some type of MRVP Voucher.

### 1.3.2 Regional Administering Agencies

Regional Administering Agencies (RAAs) are eight private, non-profit agencies that administer rental assistance programs throughout the state. DHCD subcontracts the administration of its Housing Choice Voucher Program (HCVP or Section 8) Vouchers to these agencies. All eight RAAs also administer MRVP on behalf of DHCD.

## 1.4 MRVP Overview

MRVP provides a rental subsidy to eligible low-income Participants. MRVP Vouchers are divided into two basic categories—mobile and project based. Mobile, also called “tenant based,” Vouchers are awarded to a Participant and can be used by the Participant throughout the state in any eligible unit. The Participant is responsible for finding a unit. Project Based Vouchers, on the other hand, are awarded to a specific Contract Unit. A Participant receives the benefit of an MRVP subsidy only when occupying that particular Contract Unit. If the Participant leaves the Contract Unit, they also lose the benefits of the MRVP rental assistance.

Both types of Vouchers have benefits and weaknesses. Mobile Vouchers allow very low-income Participants to select housing in a wide range of communities that fit their individual needs and preferences. With the rising cost of housing, though, it can be hard for Participants to find and secure eligible units. Project Based Vouchers, on the other hand, can be a useful tool to support the development of affordable housing, because the subsidy can provide a steady, dependable income to Owners. Project Based Vouchers can also be particularly useful in supporting the development of mixed income housing and supportive housing serving special populations in a supportive community.

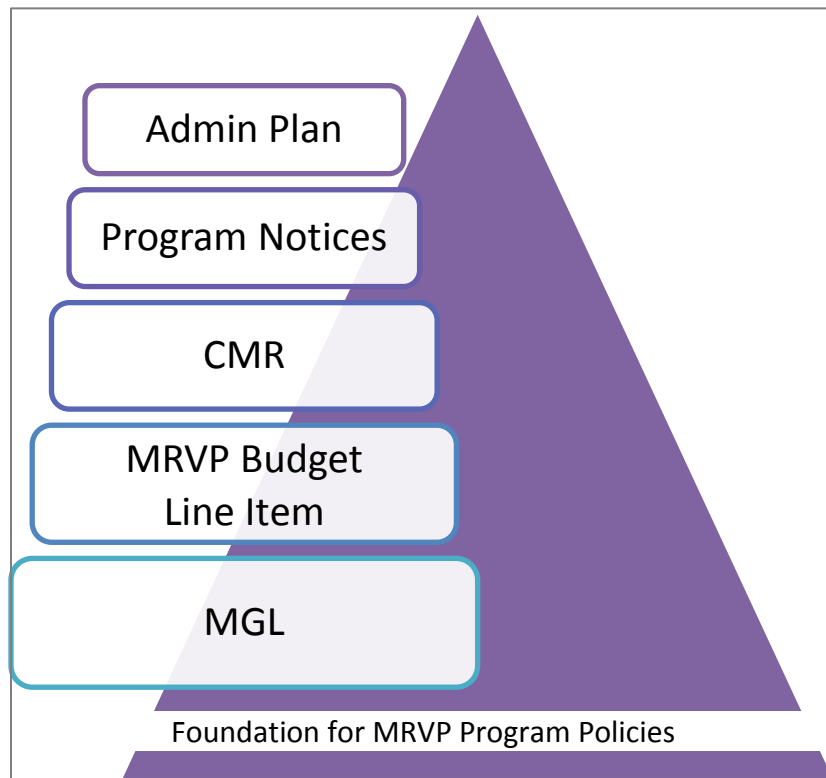
Mobile and Project Based Vouchers are administered largely the same way. Except where differences are specifically noted, the information in this plan applies to both types of Vouchers.

### 1.4.1 History

Chapter 707, created in 1966, was the first state-funded rental assistance program. It pre-dates the Section 8 program and was reportedly a model for the federal program. Effective November 1, 1992, Chapter 707 was revised and renamed MRVP. Today, DHCD believes MRVP is the largest (by funding) state-funded rental assistance program in the country. At the program’s height, it assisted almost 20,000 Households.

Over several years, MRVP experienced multiple funding cuts, ultimately shrinking the portfolio to approximately 5,500 Vouchers in the mid-2000s. In FY12 the state began unfreezing Vouchers and issuing major awards of new Mobile and Project Based Vouchers. This expansion continues in FY16 and the current contracted and awarded Vouchers stands at approximately 9,400.

#### 1.4.2 Applicable Laws and Regulations Governing MRVP [Budget Line Item 7004-9024; 760 CMR 49.00]



Unlike many other DHCD programs, MRVP's legislative authorization is not codified in the Massachusetts General Law (MGL). Instead, MRVP is authorized by the legislature through Budget Line Item 7004-9024 in the annual state budget. This Administrative Plan includes citations from the MRVP Budget Line Item and also from the Code of Massachusetts Regulations (CMR).

DHCD's regulation governing MRVP, 760 CMR 49.00, was originally promulgated on September 4, 1992, amended on September 18, 1992, and effective October 23, 1992.

Further permanent amendments to 760 CMR 49.00 were effective on September 1, 1998, November 13, 1998, and July 14, 2017. Changes to the regulations made in 2017 and this Administrative Plan supersede all program-wide administrative guidance previously issued. Individual waivers granted for a specific project or initiative shall remain in effect.

In general, MRVP's regulations take priority over administrative guidance, including this plan. However, because the MRVP Budget Line Item language is subject to change on an annual basis, as part of the state budget process, regulations may not always keep up with legislative change. The MRVP Budget Line Item language will always take priority over conflicting regulations and administrative guidance, including this plan. Because budget language changes take effect immediately, program notices may be used to implement legislative changes. Those notices will take priority over both the regulations and this plan until the regulations and/or this plan can be updated.

In the past when there were circumstances not covered by the MRVP Budget Line Item language, MRVP regulations, or program notices, MRVP followed procedures used by DHCD's Public Housing programs. The MRVP regulation also used to heavily reference public housing regulations (760 CMR 4.00–6.00) and public housing is a much larger program with set policies, so this practice was adopted. The 2017 revision to MRVP regulation recognizes that MRVP is an independent program and aims to follow best practices. Careful consideration was used when determining what policies to include in this plan.

This administrative plan attempts to consolidate information contained in current MRVP Budget Line Item language, MRVP regulations, and program guidelines and standard DHCD procedures in a format that can be referred to easily. However, all agencies and staff administering MRVP are required to be fully knowledgeable of the underlying MRVP Budget Line Item language and regulations referenced in this plan, as they remain the key sources of legal authority governing MRVP.

#### 1.4.3 Special Programs within MRVP

While it is important to have uniformity and consistency in the administration of MRVP, as a state-funded and regulated program, from time to time it has been adapted for special programs and initiatives that federal programs have been unable to accommodate. Some of these special programs and initiatives have received waivers or special legislative authorization, including changes to the MRVP Budget Line Item language that allow them to deviate from MRVP regulations. Other programs and initiatives have used the flexibility of MRVP to focus on specific groups at tenant selection.

For example, MRVP has been used in supportive housing initiatives by attaching funding for supportive services Project Based Vouchers serving a variety of special populations, including homeless individuals and families. This allows the Owner or its representative to offer services to the Participant to help the Participant maintain a successful tenancy.

In addition, new Mobile Vouchers may be issued directly to special populations or to Participants enrolled in special programs, such as Home and Healthy for Good and the Social Innovation Finance Pay for Success initiative.

Additional special programs and brief descriptions are listed below.

##### 811—Mobile

DHCD awarded 25 MRVP Mobile Vouchers for Households set aside under the 811 program (but not receiving Federal rental subsidies). The 811 program targets disabled Households that are institutionalized or at risk of being institutionalized, but can live independently with limited supports. Leasing of these Vouchers began in FY15.

## Low-Income Set Aside Units—Project Based

Set Aside units are units in developments which originally received funds from certain state programs. These units have below market rate rents and are specifically intended for rental by mobile voucher holders, including Section 8 participants. If the Owner cannot find a mobile voucher holder to rent a unit, the Owner may request that the unit be leased as an MRVP Project Based Unit.

Funding programs that have low-income set aside units with MRVP Project Based Vouchers include, but are not limited to:

RDAL (Rental Development Action Loan Program): A program administered by MassHousing that encouraged the development of mixed-income rental housing and cooperatives. While no new RDAL units are being created, MassHousing continues to oversee projects that remain subject to RDAL requirements.

SHARP (State Housing Assistance for Rental Production): A program administered by MassHousing that provided permanent financing to developments to encourage the creation of low-income units. Developers were required to set aside no less than 25% of units in a development for recipients of state and federal rental assistance. While no new SHARP units are being created, MassHousing continues to oversee projects that remain subject to SHARP requirements.

## Section 13A and Section 236 Programs—Project Based

13A and 236 are affordable housing loan programs administered by MassHousing and HUD, respectively. Project based MRVP units in developments with these funding types have special procedures for rent increases because of the specific requirements of the 13A and 236 programs.

## USDA Rural Development—Project Based

Several rural MRVP Project Based sites have funding through the United States Department of Agriculture (USDA) Rural Development, formally known as the Farmer's Home Administration (FmHA). These loans are typically used to develop housing in rural areas. Because it's a federal program, there are special procedures for rent increases.

## Project Based Consolidated Vouchers

Large groups of properties with MRVP Project Based Vouchers are administered under the heading of "Project Based Consolidated." These Vouchers were awarded under Section 707 in the 1980s under a few separate initiatives. In the

1990s, once MRVP was formed, the projects were grouped together to ease in their administration. Initiatives that have been grouped into Project Based Consolidated include:

Core Focus: Core Focus targeted funds for renovations to mixed-use housing/commercial developments.

MHP: Massachusetts Housing Partnership, a quasi-public agency that funds affordable housing development and preservation, awarded its own funds to properties that needed rehabilitation. DHCD made MRVP Project Based Vouchers available to accompany the funds awarded by MHP.

Mod-Rehab: Mod-Rehab provided funds and Vouchers to a number of properties that needed moderate rehabilitation.

### New Project Based

New Project Based refers to MRVP Project Based Vouchers that have been awarded since 2006. Between the mid-1980s and 2006, very few new Vouchers were issued for MRVP, hence the “new” designation. Many of these projects are referred to by the individual development’s name and the fiscal year of the award. Additionally, some of the projects focus on specific populations, but none have an attached subsidy for supportive services (although services may be offered). Note that these projects are separate from the New Lease program (see below).

### New Lease—Project Based

New Lease for Homeless Families is a private non-profit organization that works directly with Owners to identify housing units that will be offered on a priority basis to homeless families in Emergency Assistance shelter. Beginning in FY15, New Lease has received an allocation of Project Based Vouchers which it can offer to Owners to encourage participation in the New Lease program. The New Lease program utilizes a DHCD-approved tenant selection plan when making referrals of families to Owners to occupy Contract Units with these Project Based Vouchers.

### MRVP Supportive Housing Units—Project Based

Project Based Vouchers with supportive services attached have been authorized under two main categories—an early Supportive Housing Initiative (SHI) and, more recently, through competitive funding rounds combining MRVP and supportive service funding with capital funding. Capital funding was first awarded under the Housing Preservation and Stabilization Trust Fund (HPSTF)

and then utilizing a combination of National Housing Trust (NHT) and additional DHCD resources.

SHI for Families was part of the MRVP expansion in FY13. Under this initiative, 142 Project Based Vouchers were awarded together with funding for \$2,500 per unit per year for supportive services. A waiver was issued to lower the Tenant Rent Share for all Participants served under SHI to 30% of their adjusted net income. SHI was part of a larger state-wide initiative to move families out of homelessness. SHI units continue to receive MRVP funding, although there have been no new awards under this program since FY13.

The Housing Preservation and Stabilization Trust Fund (HPSTF) was established by the legislature in FY14. DHCD used HPSTF funds for housing-related programs and special initiatives, including funding rounds specifically for supportive housing projects. These funding rounds also allowed Owners to request MRVP Project Based Vouchers together with a supportive service subsidy of varying amounts up to \$2,500 per unit per year. No HPSTF is available in FY17, but DHCD is continuing to offer capital funding including NHT and other DHCD resources in combination with MRVP and supportive service subsidies.

With these supportive housing units and any others subsidized with an MRVP Voucher, it is important that participation in supportive services is not a requirement of tenant selection and/or continued occupancy. DHCD believes in an active engagement model in supportive housing and its service provider's abilities to engage Participants. MRVP Vouchers also provide permanent housing and related legal protections through the Lease Addendum. DHCD believes that permanent housing and these legal protections are key to long-term housing stability for MRVP Participants.

#### Project Based Vouchers Administered with Other Government Agencies

MRVP Project Based Vouchers are sometimes layered with housing programs run by other state agencies. These agencies use the MRVP subsidy to help offset their program costs, helping them provide needed services for special populations. Many of the funded projects are group homes. These Vouchers differ in administration only in tenant selection, which is typically done by the partner agency.

Partner agencies include the Departments of Children and Families, Developmental Services, Mental Health, Public Health, and Veteran Services and the Massachusetts Rehabilitation Commission. MRVP Project Based Vouchers can also be layered with funds from the Facilities Consolidation Fund and Community Based Housing.



## 1.5 Administrative Plan

The purpose of this Administrative Plan is to aid in the proper administration of MRVP by clarifying DHCD's policies for carrying out the program in a manner consistent with MRVP regulations.

The AA is responsible for complying with all changes in the MRVP Budget Line Item language, regulations, notices, and other applicable law. In the event of conflicts among this plan, the MRVP Budget Line Item language, and/or regulations, the Budget Line Item language will have precedence, followed by regulations and then this plan. If the MRVP Budget Line Item language changes, then program changes may be announced through interim notices.

Where regulatory citations and/or this Administrative Plan do not specify business or calendar days, DHCD will interpret these citations as calendar days.

### 1.5.1 Mandatory Program Requirements vs. Discretionary Practices

DHCD makes a distinction between mandatory and discretionary policy. The difference is outlined below:

- **Mandatory program requirements:** Aspects of MRVP required by legislation, regulations, current administrative guidance including this plan, notices, and DHCD legal opinions.
- **Discretionary practices:** Practices and procedures developed by the AA which are not required under mandatory program requirements. In some cases, these practices and procedures may be based on optional, non-binding DHCD guidance, including notices that have expired, but not been suspended, and recommendations from individual DHCD staff.

DHCD expects AAs to develop their own practices and procedures that are consistent with mandatory program requirements and to make clear the optional practices and procedures they choose to adopt. DHCD requires AAs to provide clear guidance to staff and consistency to program Applicants and Participants.

### 1.5.2 Updating and Modification

DHCD will revise this Administrative Plan periodically to comply with program, regulatory and legislative changes, including changes in the MRVP Budget Line Item language. The plan may also be updated to clarify information and ensure staff consistency in operation. AAs will be notified of additions or changes to this plan and/or DHCD policies and procedures by email and program notice, publicly available on [www.mass.gov/dhcd](http://www.mass.gov/dhcd).

## 1.6 Implementing Changes to Program Administration

In July 2017 DHCD issued revised and updated MRVP regulations and the legislature made changes to the MRVP Budget Line Item. This edition of the Administrative Plan outlines the administration of the new regulations and contains significant administrative guidance, most of which has never been formalized by DHCD before. To prepare AAs for these changes DHCD created and presented trainings and made the training materials available for review and reference. What follows is a brief implementation guide meant to augment the information provided at the trainings.

In general:

- The MRVP regulation (760 CMR 49.00) was promulgated on July 14, 2017.
- MRVP Line Item Budget language for fiscal year 2018 (July 1, 2017–June 30, 2018) was effective July 17, 2017.
- Administrative guidance and this Administrative Plan are effective August 1, 2017.

Administrative guidance for implementation of all changes to the regulations and MRVP Line Item Budget language is outlined below. Note that what follows is a walk-through of this Administrative Plan, which incorporates all changes to the MRVP regulations and MRVP Budget Line Item language for fiscal year 2018.

The following outlines the implementation of *changes* to MRVP administration. If not specifically addressed below, AAs may assume that all guidance in this Administrative Plan is effective and shall be implemented on August 1, 2017. If implementing any of the guidance in this Administrative Plan will change any Participant's Tenant Rent Share, and it is not specifically addressed below, the AA shall contact DHCD for further guidance.

### 1.6.1 Definitions [760 CMR 49.02, 49.09; Chapter 2]

Unless otherwise specified, all changes to definitions shall be implemented on August 1, 2017.

Limitations on Guests may begin being enforced on August 1, 2017.

If a Household has not already done so, each Household shall appoint a Head of Household at their first recertification, including relocation, on or after August 1, 2017.

The Income Limit for MRVP at initial eligibility is 80% AMI, effective July 17, 2017. Applicants who were determined ineligible for MRVP or Households whose MRVP participation was terminated for being over-income between June 30, 2017 and July 17, 2017 shall be reinstated provided their net annual income is not greater than 80% AMI and they are otherwise eligible for MRVP.

Changes to the definition of Participant shall be implemented on August 1, 2017. A previously defined “voucher holder” may file a Grievance, if they are able to do so under the Grievance procedures in Chapter 17.9, and may be reinstated onto MRVP, if they are eligible for MRVP.

Changes to the definition of Personal Care Attendant (PCA) shall be implemented on August 1, 2017. AAs shall review these changes in Households at recertification to see if current Household members qualify as a PCA.

Changes to the definitions of Single Room Occupancy (SRO) Eligible Property, Single Room Occupancy (SRO) Unit, and Suitable Unit shall be implemented on August 1, 2017 for all new units. All existing Contract Units that are otherwise in compliance with the State Sanitary Code may remain.

As of August 1, 2017, MRVP will no longer use the term “primary residence.” Instead “sole residence” is used throughout the MRVP regulation and this Administrative Plan, although it is not specifically defined. The entire Household cannot be out of the Contract Unit for more than 30 days, consecutively or collectively, in any twelve month period. This shall be enforced beginning August 1, 2017 and shall be explained to Participants at recertification beginning August 1, 2017.

#### 1.6.2 Nondiscrimination [Chapter 3]

Unless otherwise specified, all changes to nondiscrimination, reasonable accommodations, and language access shall be implemented on August 1, 2017.

Beginning August 1, 2017, AAs shall begin to collect language data on MRVP Applicants and Participants in a meaningful way so that it may be reported to DHCD.

#### 1.6.3 Eligibility for Program Participation [49.04(1–6), 49.06(1), 49.07–49.08, 49.09(3); MRVP Budget Line Item; Chapter 4]

Unless otherwise specified, all changes to eligibility for program participation shall be implemented on August 1, 2017.

The Income Limit for MRVP at initial eligibility is 80% AMI, effective July 17, 2017. Applicants who were determined ineligible for MRVP or Households whose MRVP participation was terminated for being over-income between June 30, 2017 and July 17, 2017 shall be reinstated provided their net annual income is not greater than 80% AMI and they are otherwise eligible for MRVP.

Changes to the definition of “asset” at eligibility and limitations to assets at eligibility shall be implemented on August 1, 2017.

All other changes to MRVP eligibility shall be implemented on August 1, 2017.

Beginning August 1, 2017, AAs must review the CORIs and SORIs of all Households members age 18 or older applying for MRVP. The Authorization for the Release of Information (*See Exhibit 8.1*) must be signed prior to review.

All denial of eligibility procedures, including the formation of an “other equivalent body” to review eligibility determinations, shall be implemented on August 1, 2017.

Households found ineligible for MRVP prior to August 1, 2017 may request a private conference, if they are able to do so under the denial of eligibility procedures in Chapter 4.5.2, and be found eligible for MRVP, if they are now eligible for MRVP.

Households found eligible for MRVP prior to August 1, 2017 do not need to have their eligibility redetermined under the revised eligibility requirements. The AA does not need to complete CORI/SORI of existing MRVP Participants, except as outlined in Section 1.6.7.

#### 1.6.4 Participant Selection [760 CMR 49.04; MRVP Budget Line Item; Chapter 5]

Unless otherwise specified, all changes to Participant selection shall be implemented on August 1, 2017.

With the FY18 MRVP Budget Line Item language, DHCD may now target up to 75% of Vouchers to Households with incomes at or below 30% AMI. DHCD believes that these extremely low-income Housing are already being targeted through regular MRVP administration, but needs to begin tracking this information in order to comply with the MRVP Budget Line Item language. **DHCD is asking all AAs to track the net income of all Households at initial eligibility for all Vouchers issued on or after July 18, 2017.** DHCD will be in contact with each AA for their information. Income should be tracked in three categories:

- Net annual Household income between \$0 and 30% AMI;
- Net annual Household income over 30% AMI, but below 50% AMI; and
- Net annual Household income over 50% AMI, but below 80% AMI.

AAs shall begin using the Exhibits 5.1–5.4 on August 1, 2017.

#### 1.6.5 Issuance Briefing and the MRVP Voucher [760 CMR 49.02, 49.06(1, 5), 49.07(1–2, 5), 49.09(4); Chapter 6]

Unless otherwise specified, all changes to issuance briefing and MRVP Vouchers shall be implemented on August 1, 2017.

AAs shall issue the updated MRVP Vouchers (Forms 6.1–6.2) to all new Participants beginning August 1, 2017.

All Participants who were issued an MRVP Voucher prior to August 1, 2017 shall sign the updated MRVP Voucher at their first recertification, including relocation, on or after August 1, 2017. If the Voucher is being signed, but not issued, the date issued and expiration date (Mobile Voucher only) may be left blank. **All MRVP Participants must sign the updated MRVP Voucher by August 1, 2018.**

It is important to note the obligations of the Participant in the updated Voucher apply to all MRVP Participants on August 1, 2017, even if the Participant has not signed the updated Voucher yet. That means that a Households may be terminated under the obligations of the Participant of the updated Voucher, even if the Household has not signed the updated Voucher yet.

Changes to Voucher Size, including counting unborn children as Household members, shall be implemented on August 1, 2017. Participants with Mobile Vouchers who are within their Voucher Search Period and have an unborn child may be issued a larger Voucher, but the Voucher Search Period may not be extended for that reason.

Changes to the Mobile Voucher term, Voucher Search Period, Voucher extensions, and Voucher suspensions (for both Project Based and Mobile Vouchers) shall be implemented on August 1, 2017.

- Three (3) calendar days shall be added to all Mobile Vouchers that are mailed to Participants beginning on August 1, 2017. Three (3) additional calendar days may not be added retroactively to Vouchers issued prior to August 1, 2017.
- All Mobile Vouchers issued before August 1, 2017 shall expire on the date listed. Extensions issued before August 1, 2017 shall be honored, but additional extensions may only be granted as described in Chapter 6.4.2.
- Mobile Vouchers that expire on or after August 1, 2017 may only be extended as described in Chapter 6.4.2. Beginning August 1, 2017, no Mobile Voucher, regardless of when it was issued, shall be extended more than 60 days, except through reasonable accommodation or through the submission of a Request for Program Payment(s).
- If a Mobile Voucher was issued prior to August 1, 2017 but does not have an expiration date, then it shall expire on September 1, 2017, as long as the Voucher Search Period was at least 120 days, not counting any time an RFPP was submitted. The AA shall notify the Participant of the expiration date immediately. If the Voucher was issued or extended through a reasonable accommodation, the Voucher must have an expiration date, but the expiration date may be later than September 1, 2017, if reasonable.
- Vouchers, both Mobile and Project Based, may be suspended beginning on August 1, 2017. A Participant terminated from MRVP for a reason that could be resolved by

Voucher suspension may file a Grievance, if they are able to do so under the Grievance procedures in Chapter 17.9, and may be reinstated onto MRVP, if they are eligible for MRVP and they would qualify for a Voucher suspension.

#### 1.6.6 Income and Voucher Payments [760 CMR 49.05; Chapter 7]

Unless otherwise specified, all changes to income and Voucher Payments shall be implemented on August 1, 2017.

All changes to income (Chapter 7.1–7.2) that cause the Tenant Rent Share to change shall be implemented at the first recertification, including relocation, on or after August 1, 2017. If not already annualized, all income shall be annualized beginning at the first recertification, including relocation, on or after August 1, 2017.

For all changes to income except for the Heat Deduction (Mobile Vouchers only), the change may be implemented through an interim reexamination, effective on or after August 1, 2017, of Household's income if the Participant requests an interim be completed.

If the Head of Household is 60 or 61 years old and received the Elderly/Disabled Deduction prior to August 1, 2017 due to their age, then they may continue to receive the deduction. If the Head of Household is 60 or 61 years old and has never received the Elderly/Disabled Deduction due to their age, then they may begin to receive the deduction at the first recertification or relocation, whichever is sooner, following their 62<sup>nd</sup> birthday.

AAs shall begin using the Exhibits 7.1–7.6 on August 1, 2017.

#### 1.6.7 Verification [49.13; Chapter 8]

Unless otherwise specified, all changes to verification shall be implemented on August 1, 2017.

AAs shall begin using Exhibit 8.1: Authorization for the Release of Information on August 1, 2017. It must be signed annually at recertification by all Household members age 18 or older.

**All Household members age 18 or older must sign the Authorization for the Release of Information by August 1, 2018.**

Beginning August 1, 2017, upon a Household's recertification (or relocation), the AA must complete a CORI/SORI of all Household members who turned 18 years old since the Household's last recertification.

#### 1.6.8 General Leasing Procedures [760 CMR 49.02, 49.05(1, 3), 49.06(2), 49.07(2, 6), 49.09(3, 5); Chapter 9]

Unless otherwise specified, all changes to general leasing procedures shall be implemented on August 1, 2017.



Changes to the definitions of Single Room Occupancy (SRO) Eligible Property, Single Room Occupancy (SRO) Unit, and Suitable Unit shall be implemented on August 1, 2017 for all new units. All existing Contract Units that are otherwise in compliance with the State Sanitary Code may remain.

**AAs must verify the licenses of all SRO Eligible Properties by August 1, 2018.**

Beginning on August 1, 2017, all lead safe documentation must be verified with the Childhood Lead Poisoning Prevention Program (CLPPP) state database. **All lead safe documentation for existing Contract Units must be verified in the CLPPP database by August 1, 2018, if there is a Household member under the age of 6.**

Beginning on August 1, 2017, all taxpayer identification numbers for all Owners must be verified by using the IRS's Taxpayer Identification Number (TIN) On-Line Matching Service. **All taxpayer identification numbers for all Owners must be verified by the AA through the IRS TIN On-Line Matching Service by August 1, 2018.**

LHAs may administer Vouchers outside of their municipality, but within the limits listed in Chapter 9.5, beginning August 1, 2017. Previously transferred Vouchers cannot be rescinded or returned.

All Leases effective on or after August 1, 2017 must meet the Lease requirements in Chapter 9.6. All Leases effective before August 1, 2017 do not need to meet the Lease requirements in Chapter 9.6 and do not need to be rewritten to conform.

**AAs must have copies of all MRVP Participant Leases by August 1, 2018.**

All Lease changes effective on or after August 1, 2017 must conform to the requirements listed in Chapter 9.6.3. Lease changes effective prior to August 1, 2017 do not need to meet the requirements listed in Chapter 9.6.3, and the AA does not need to review the changes.

AAs shall begin using Exhibits 9.1–9.5 and Form 9.3 on August 1, 2017.

**1.6.9 MRVP Lease Addendum [Chapter 10]**

Unless otherwise specified, all changes to MRVP Lease Addendum shall be implemented on August 1, 2017.

AAs shall attach the MRVP Lease Addendum (Form 10.1) to all new Leases effective on or after August 1, 2017.

For all Leases effective prior to August 1, 2017, the AA shall attach the MRVP Lease Addendum to the existing Lease at the first recertification, including relocation, on or after August 1, 2017. When attaching the Lease Addendum to the Lease, the AA must send the Lease Addendum to

the Owner and Participant with a brief cover letter/explanation. **All Leases for all MRVP Participants must have the MRVP Lease Addendum attached by August 1, 2018.**

Even if not yet attached to the Lease, all clauses of the MRVP Lease Addendum shall be implemented for all MRVP Participants and Owners beginning on August 1, 2017. All MRVP Leases must be terminated in accordance with the MRVP Lease Addendum beginning on August 1, 2017. Except as noted below, Leases terminated prior to August 1, 2017 may continue to be considered as terminated, unless otherwise reinstated.

For MRVP Project Based Participants whose Leases were terminated prior to August 1, 2017 for any reason other than Lease violations, the Lease will be reinstated on August 1, 2017, provided the MRVP Project Based Participant remains in the MRVP Project Based unit and is otherwise eligible for MRVP.

AAs shall begin using Form 10.1 on August 1, 2017.

#### 1.6.10 Voucher Payment Contract [Chapter 11]

Unless otherwise specified, all changes to the Voucher Payment Contract (VPC) shall be implemented on August 1, 2017.

AAs shall sign the updated VPC, including Appendix A and B (if applicable), with all new Leases or new projects effective on or after August 1, 2017.

For all VPCs effective prior to August 1, 2017, the AA shall sign the updated VPC at the first recertification, including relocation, on or after August 1, 2017. Updated VPCs, including Appendix A and B (if applicable), for Project Based Vouchers shall be signed as soon as possible after August 1, 2017. **All existing VPCs must be replaced by the updated VPC by August 1, 2018. The AA must forward copies of Project Based VPCs, with Appendix A and B (if applicable), to DHCD no later than August 1, 2018.**

Even if not yet signed, all clauses of the updated VPC shall be implemented for all MRVP Participants and Owners on August 1, 2017. All MRVP Leases must be terminated in accordance with updated program documents beginning on August 1, 2017. Except as noted below, Leases terminated prior to August 1, 2017 may continue to be considered as terminated, unless otherwise reinstated.

For MRVP Project Based Participants whose Leases were terminated prior to August 1, 2017 for any reason other than Lease violations, the Lease will be reinstated on August 1, 2017, provided the MRVP Project Based Participant remains in the MRVP Project Based unit and is otherwise eligible for MRVP.

If a code enforcement agency, including a local Board of Health, has determined that an occupied Contract Unit is not in compliance will all applicable laws and codes, including the

State Sanitary Code, and the Owner has not corrected the violations within the timeframe given, then the AA must terminate Voucher Payments for the Contract Unit on August 1, 2017. The AA must withhold Voucher Payments until the Contract Unit is verified to be in compliance with all relevant laws and codes.

AAs shall begin using Forms 11.1–11.3 on August 1, 2017.

#### 1.6.11 Rent Reasonableness and Rent Increases [Chapter 12]

Unless otherwise specified, all changes to rent reasonableness and rent increases shall be implemented on August 1, 2017.

#### 1.6.12 Relocation [760 CMR 49.07(4); Chapter 13]

Unless otherwise specified, all changes to relocation shall be implemented on August 1, 2017.

**All MRVP Leases must be terminated in accordance with the MRVP Lease Addendum beginning on August 1, 2017.** Except as noted below, Leases terminated prior to August 1, 2017 may continue to be considered as terminated, unless otherwise reinstated.

For MRVP Project Based Participants whose Leases were terminated prior to August 1, 2017 for any reason other than Lease violations, the Lease will be reinstated on August 1, 2017, provided the MRVP Project Based Participant remains in the MRVP Project Based Unit and is otherwise eligible for MRVP.

A Participant terminated from MRVP for improperly terminating their lease may file a Grievance, if they are able to do so under the Grievance procedures in Chapter 17.9, and may be reinstated onto MRVP, if they are eligible for MRVP. Note, however, that the Participant is bound to the Lease termination requirements in effect when their Lease was or should have been terminated.

All Mobile Vouchers issued for relocation prior to August 1, 2017 shall be honored and expire on the date written on the Voucher, except as noted in Section 1.6.5. If the Mobile Voucher would not have been issued for relocation based on the policies and procedures in Chapter 13.2, any extension requested on or after August 1, 2017 may not be granted, even if requested as part of a reasonable accommodation.

A Participant terminated from MRVP because their Mobile Voucher issued for relocation expired and the Voucher Size did not decrease, may file a Grievance, if they are able to do so under the Grievance procedures in Chapter 17.9, and may be reinstated onto MRVP, if they are eligible for MRVP and remain in the Contract Unit.

All Mobile Vouchers issued to Participants because of a decrease in Voucher Size must have an expiration date (*See Section 1.6.5 for guidance*) and that expiration date must be enforced

beginning on August 1, 2017. The AA shall contact any affected Participants immediately to fully explain the Voucher expiration date.

Beginning on August 1, 2017, Owners must request use and occupancy payments.

#### 1.6.13 Project Based Voucher Transfers [Chapter 14]

Unless otherwise specified, all changes to Project Based Voucher transfers shall be implemented on August 1, 2017.

**AAs must establish an Administrative Transfer Waiting List with an emergency preference no later than September 1, 2017.** Participants and/or state-aided public housing residents shall be ranked first by emergency preference and then by the date/time of transfer request or determination of necessity.

Any Administrative Transfer Waiting List created prior to August 1, 2017 must be reviewed, and all Participants and/or state-aided public housing residents on the list must qualify for an administrative transfer and/or emergency preference as outlined in Chapter 14 or be removed from the list.

Any offers of housing assistance made to administrative transfers prior to August 1, 2017 shall be honored. If, prior to August 1, 2017, a Mobile Voucher was offered to a Participant and/or state-aided public housing resident and that Household no longer qualifies for an administrative transfer and/or issuance of a Mobile Voucher (*See Chapter 14.2.3*), then no extension requested on or after August 1, 2017 may be granted, even if requested as part of a reasonable accommodation.

A Participant terminated from MRVP when an administrative transfer would have rectified the situation may file a Grievance, if they are able to do so under the Grievance procedures in Chapter 17.9, and may be reinstated onto MRVP, if they are otherwise eligible for MRVP.

#### 1.6.14 Owners [Chapter 15]

Unless otherwise specified, all changes to Owners shall be implemented on August 1, 2017.

#### 1.6.15 Redetermination of Tenant Rent Share [760 CMR 49.05(7); Chapter 16]

Unless otherwise specified, all changes to redetermination of Tenant Rent Share shall be implemented on August 1, 2017.

All determinations of Tenant Rent Share and changes to Household composition or Head of Household made prior to August 1, 2017 do not need to be reconsidered.

A Participant may file a Grievance of a Tenant Rent Share determined prior to August 1, 2017, if they are able to do so under the Grievance procedures in Chapter 16.7, but the Tenant Rent Share must be determined under the regulations, policies, and procedures in effect on the effective date of the Tenant Rent Share.

#### 1.6.16 Terminations and Grievances [760 CMR 49.03(2), (1)(b), 49.05(7)(b)(6), 49.06(4–5), 49.07(5), 49.10; Chapter 17]

Unless otherwise specified, all changes to repayment agreements, terminations, and Grievances shall be implemented on August 1, 2017.

All repayment agreements signed prior to August 1, 2017 do not need to be rewritten, unless interest and/or fees are being charged.

The Income Limit for MRVP for initial and continued eligibility is 80% AMI, effective July 17, 2017. Households whose MRVP participation was terminated for being over-income between June 30, 2017 and July 17, 2017 shall be reinstated provided their net annual income is not greater than 80% AMI and they are otherwise eligible for MRVP.

A Participant terminated from MRVP prior to August 1, 2017 may file a Grievance, if they are able to do so under the Grievance procedures in Chapter 17.9, and may be reinstated onto MRVP, if they are eligible for MRVP when the Grievance is filed.

Although reasons for termination have been modified, AAs do not need to do an extensive review of Participant files. The AA does not need to complete a CORI/SORI of existing MRVP Participants, except as outlined in Section 1.6.7. If, however, an AA otherwise ascertains that a Household is no longer eligible for MRVP, then the AA shall proceed with termination.

All Grievance hearing procedures, including the formation of an “other equivalent body” to hear grievances, shall be implemented on August 1, 2017.

AAs shall begin using Exhibits 17.1–17.3 on August 1, 2017.

#### 1.6.17 Program Administration [760 CMR 8; FY18 MRVP Budget Line Item; Chapter 18]

Unless otherwise specified, all changes to program administration, as described in Chapter 18, shall be implemented on August 1, 2017.

AAs shall begin using the Exhibit 18.2: Fair Information Act Statement of Rights on August 1, 2017. It, or a similar document, must be signed at least once during a Household’s participation in MRVP by the Head of Household. **AAs must have Exhibit 18.2, or a similar document, signed by the Head of Household by August 1, 2018.**

A Participant terminated from MRVP for a reason that may be accommodated under VAWA may file a Grievance, if they are able to do so under the Grievance procedures in Chapter 17.9, and may be reinstated onto MRVP, if they are otherwise eligible for MRVP.

AAs shall begin using Exhibits 18.1–18.5 on August 1, 2017.

#### 1.6.18 Program Integrity [760 CMR 49.12; Chapter 19]

Unless otherwise specified, all changes to program integrity shall be implemented on August 1, 2017.

**AAs must report all recent instances of fraud, waste, and abuse, including those that took place prior to August 1, 2017, to DHCD immediately.**

At least 1/3 of all Participant debts paid to AA on or after August 1, 2017 must be returned to DHCD. AAs do not need to return any Participant debts collected before August 1, 2017 to DHCD, although they may do so if they wish.

### 1.7 Changes from April 24, 2017 Draft of the Administrative Plan

Changes between this version of the Administrative Plan and the April 24, 2017 Draft of the Administrative Plan are listed below by section. Typographical corrections and changes to formatting are not listed. No substantive changes were made.

Section	Change
1.4.2	Added effective date of 760 CMR 49.00.
1.6	Added section Implementing Changes to Program Administration.
1.7	Added section Changes from April 24, 2017 Draft of the Administrative Plan.
Income Limit	Raised Income Limit to 80% AMI.
4.0	Added information on the Authorization for the Release of Information.
4.1.1	Raised Income Limit to 80% AMI.
4.2	Added information on the Authorization for the Release of Information.
4.2	Added information regarding the acceptance of mother's letters in lieu of a birth certificate for young children.
4.2	Clarification that intentional damages are limited to a rental unit under a Subsidized Housing Program.
4.3.1	Added information on the Authorization for the Release of Information.
Example 6.3	Added mailing days for clarity.
5.4.2	Clarified temporary assistance and qualification as Homeless.
7.1.3	Clarification that Transitional Support Services payments made by DTA are not counted as income in MRVP.
7.1.5	Clarified that AAs <i>may</i> complete interim reexamination to implement the Elderly Employment Exclusion.



Section	Change
7.2.2	Moved paragraph on implementing age change to 62 to Chapter 1.6.
7.2.3	Medical expenses now include expenses for medical marijuana that is prescribed in accordance with state law.
8.1	Added information regarding the acceptance of mother's letters in lieu of a birth certificate for young children.
8.1.1	Added information on the Authorization for the Release of Information.
8.3.3	Added graphic for clarity.
9.2.3	Added graphic for clarity.
9.3.2	Added requirement that AAs must verify lead safe documentation with CLPPP database.
9.5	Added graphic for clarity.
11.2.2	Moved clause regarding Owner's requirements under 40T and added clarification.
Example 11.1	Changed Glenn's move-in date for clarity.
11.5	Added graphic for clarity.
11.7	Moved sentence regarding M.G.L. Chapter 40T to 11.2.2.
16.2	Added graphic for clarity.
16.2.2	Clarified interim reexaminations due to increases in net income.
16.2.3	Clarification on when to perform an interim reexamination due to an increase in earned income for zero income Households and Participants in MassLEAP.
Example 17.1	Updated period of time repayment agreement covers.
17.2	Clarification of repayment agreements policies.
17.5	Raised Income Limit to 80% AMI.
Forms	Added section on Forms. Exhibits 6.1, 6.2, 9.3, 10.1, and 11.1–11.3 in April 24, 2017 Draft converted to forms.
Exhibit 17.3	Updated regulation citations.

## Chapter 2: Definitions

When used in this plan and capitalized, the following terms are defined as described below [760 CMR 49.02, 49.09].

### **Administering Agency (AA)**

An agency that administers MRVP, including either a Local Housing Authority (LHA) or a Regional Administering Agency (RAA).

### **Applicant**

A person or persons in the process of applying for MRVP.

### **Appropriate Unit Size**

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

- Household members of the opposite sex may decide to share a bedroom, but do not have to share a bedroom, except for the following:
  - Husband and wife (or those in a similar living arrangement) are expected to share a bedroom; and
  - Children under the age of eight are expected to share a bedroom, regardless of sex.
- Household members of the same sex are expected to share a bedroom, regardless of age, age difference, or relationship, except for the following:
  - Household members, age 21 or older, may elect not to share a bedroom with their child, grandchild, or legal ward; or
  - If a consequence of sharing a bedroom is or would have a severe adverse impact on their mental or physical health and the AA receives reliable medical documentation of such impact.
- Each bedroom shall contain a minimum of 70 square feet, with at least 50 square feet of floor space for each occupant and shall meet all other applicable requirements of the State Sanitary Code for a room occupied for sleeping purposes.

### **Contract Rent**

The total monthly rent specified in the Lease and Voucher Payment Contract for a Contract Unit occupied by a Participant. The Contract Rent includes the Voucher Payment from the AA and the amount of the Participant's Tenant Rent Share. Contract Rent does not include payments made by the Participant separately to utility providers for the cost of heat, cooking fuel, and/or electricity.

## Contract Unit

A unit occupied by a Participant for which the Participant submits a Request for Program Payment, and, upon approval by an AA, enters into a Lease with the Owner, and for which the Owner and AA sign a Voucher Payment Contract.

## Effective Date

The definition of Effective Date varies by context, as described below:

Lease: The Effective Date of the Lease is the first date or the beginning date of the Lease term. The Effective Date is not the date on which the Lease is signed by either the Participant or the Owner and is not necessarily the date upon which the Participant takes possession of the Contract Unit and/or moves into the Contract Unit (*See Chapter 9.6.1*).

Tenant Rent Share: The Effective Date of the Tenant Rent Share is indicated in the notice sent by the AA to the Participant and Owner and is date upon which the Participant will begin to pay the amount of the Tenant Rent Share specified in the notice. The Effective Date is not the date on which the notice is mailed or the date on which the Participant's actual net income or Household composition changed, if applicable.

Termination: The Effective Date of termination of an MRVP Participant is indicated in the termination letter (*See Chapter 17.3.3 and Exhibits 17.1–2*) and is the date upon which Voucher Payments made on behalf of that Participant will stop. It is not the date on which the termination letter is mailed. Note that the Effective Date of termination from MRVP may change if the Participant files a Grievance (*See Chapter 17.8–9*).

## Emergency Assistance (EA)

Emergency Assistance, or EA, is a system of state-funded homeless shelters for eligible families with children under the age of 21 or who are pregnant. EA is administered by DHCD, although applicants must apply at their local Department of Transitional Assistance (DTA) office. EA shelters include congregate (numerous families living in one site, sharing common facilities), co-shelter (two or more families sharing an apartment), scattered site (apartments scattered throughout an area), and hotels/motels. EA has stringent entrance criteria, including income limits lower than MRVP. Being found eligible for EA shelter allows a family to qualify for other programs (such as HomeBASE).

It is important to note that the definitions of family and homelessness for EA and MRVP are not identical. Homeless status under EA does not guarantee homeless status under MRVP and vice versa. Also, while a Household of one or more adults without children could be considered a "Family" for MRVP purposes, only families with children or who are pregnant are eligible for EA.

## Family

See Household.

**Full-time Student**

A Household member between the ages of 18 and 25, who is the dependent of another Household member (not the Head of Household) and who is enrolled in and attending an accredited educational or vocational institutional and is carrying a course load that is considered full-time for students under the standards and practices of the institution. Full-time Student status shall remain in effect as long as the individual carries a full-time student course load in pursuit of a bachelor's degree, an associate's degree, a master's degree, or a diploma from an accredited education institution or a certificate from an accredited vocational program (excluding apprenticeship programs).

**Grievance**

See Chapter 17.8.

**Grievant**

Any Participant who files a written Grievance with an AA in accordance with the AA's procedures. A Grievant also includes a person about whom the AA holds data (data subject) who pursues an appeal pursuant to 760 CMR 8.00, as outlined in Chapter 18.4.

**Guest**

A person temporarily staying at the MRVP Contract Unit.

- A Guest must have the consent of a Household member to stay in the unit.
- MRVP limits the stay of any one Guest sleeping in the Contract Unit to no more than a total of 30 days, consecutively or collectively, during any 12 month period.
- The Head of Household may request that the AA approve a longer stay for a Guest, if they can show good cause for the request, but must make the request before the initial 30 day (or longer, if approved) time period is up. If the time period is up, the AA shall deny the request, unless there are extenuating circumstances.
- Children who are subject to a joint custody arrangement or for whom a Household member has visitation privileges that are not included as a Household member because they live outside of the unit more than 50 percent of the time are not subject to time limitations of a Guest, but also do not receive a bedroom.
- An Owner may have additional limitations on Guests that the Participant must follow.
- An AA approval does not bind the Owner, if the Lease requires Owner approval of a Guest or imposes a shorter time limit on any one Guest sleeping in the Contract Unit.

**Gross Rent**

Because MRVP has no utility allowance, the Gross Rent is equal to the Contract Rent. Utilities paid by the Owner may affect the percentage of income the Participant pays in rent, but does not affect the amount of the Gross/Contract Rent.

**Head of Household**

The adult member of the Household who is considered the head for purposes of determining income eligibility and rent. The Head of Household is responsible for ensuring that the Household fulfills all of its responsibilities under the program. The Head of Household must have the legal capacity to enter into a lease under state and local law.

Co-heads of Households are not permitted. One person must be designated the Head of Household.

If the Head of Household is a student, they will not be considered a Full-time Student pursuant to the MRVP definition of “Full-time Student.”

**Hearing Officer**

An impartial person who conducts a hearing on Grievances (Grievance hearings) in accordance with an approved Grievance procedure and renders written decisions based on the material facts and applicable law.

**Hearing Panel**

A group of impartial persons who conduct hearings on Grievances (Grievance hearings) in accordance with an approved Grievance procedure and render written decisions based on the material facts and applicable laws.

**HomeBASE**

HomeBASE is a household assistance program that aims to keep families from entering EA shelter or to help them exit from EA shelter. HomeBASE grants funds to families and can be used for moving expenses, furniture, and as a rental stipend. HomeBASE was originally created in FY12 and included a two-year rental subsidy. The rental subsidy piece of HomeBASE was removed from the program in FY14.

A Household may receive HomeBASE funds while being a Participant in MRVP, so long as those funds are not used as a rental stipend.

**Homeless Applicant**

For purposes of MRVP priority categories, an Applicant who:

- Is without a place to live or is in a living situation in which there is a significant, immediate and direct threat to the life or safety of the Applicant or a Household member which situation would be alleviated by placement in a unit of Appropriate Unit Size;
- Has made reasonable efforts to locate alternative housing;
- Has not caused or substantially contributed to the safety threatening or life threatening situation;

- Has pursued available ways to prevent or avoid the safety or life threatening situation by seeking assistance through the courts or appropriate administrative or enforcement agencies; and
- Has been or is about to be displaced from a primary residence.

### **Household**

A Household or Family consists of either:

- Two or more people who live or will live regularly in a unit as their sole residence whose income and resources are available to meet the Household's need; or
- One person.

A Temporarily Absent Household Member shall be deemed to be a Household member.

A child who is subject to a joint custody arrangement and resides in the unit more than 50% of the time is a Household member.

A full-time, live-in Personal Care Attendant (PCA), if approved by the AA, shall be deemed a Household member for purpose of determining the appropriate Voucher Size and shall be granted one additional bedroom.

### **Housing Assistance Payment (HAP)**

See Voucher Payment.

### **Housing Quality Standards (HQS)**

The Housing Quality Standards established by HUD for purposes of determining eligibility of a housing unit for assistance under the Federal Housing Choice Voucher Program (Section 8).

### **HUD (Department of Housing and Urban Development)**

The United States Department of Housing and Urban Development. Although MRVP is in no way regulated by HUD, it does use information that is published by HUD, such as Fair Market Rent and Area Median Income (AMI).

### **Income Limit**

At initial eligibility, the Income Limit for MRVP is 80% Area Median Income (AMI). The Income Limit for MRVP may change periodically based on MRVP's Budget Line Item language. See Chapter 17.5 for further discussion of Income Limits for continued participation in MRVP.

### **Lease**

A legally binding rental agreement signed by a Participant and by or on behalf of an Owner. MRVP offers a Model Lease that may be used (*Exhibit 9.5*), but is not required.

**Lease Addendum**

All MRVP Participants and Owners are required to execute an MRVP Lease Addendum (*Form 10.1*). This document overrides the Lease if the two documents conflict.

**Live-In Aide**

See Personal Care Attendant (PCA).

**Local Housing Authority (LHA) [760 CMR 5.03]**

A public body politic and corporate created pursuant to M.G.L. c. 121B §3 or similar provisions of earlier general laws or of special laws.

**Local Resident**

The term “Local Resident” only applies to Applicants applying for an MRVP Voucher at an LHA. “Local Resident” is not relevant to RAAs.

A person who:

- Has sole residence;
- Has a place of employment; or
- Has a child meeting the definition of a Household member and enrolled in school

in a city or town at the time of application to an LHA in that city or town and at the time of final determination of eligibility and qualification for MRVP.

Temporary residence with relatives or friends in the city or town is not sufficient unless the person’s last residence and domicile was in the city or town. In the case of an Applicant determined by an LHA to be homeless, the Applicant may select one community for local preference, either the community from which he or she was displaced through no fault of his or her own, or the community in which he or she is temporarily housed.

In the event the Applicant is employed in more than one city or town, the Applicant may select on community for local preference on the basis of employment.

**Mobile Voucher**

A Mobile or tenant based Voucher is an MRVP Voucher that is issued to a Household and can be used in any Suitable Unit in the Commonwealth. When the Household moves, the Mobile Voucher moves with them.

**MRVP Budget Line Item**

Massachusetts Budget Line Item 7004-9024 that governs administration of MRVP. Substantive provisions of the language in the MRVP Budget Line Item shall take precedence over any contrary provisions of the MRVP regulation (760 CMR 49.00) or any administrative guidance, including this plan, during the fiscal year covered by the MRVP Budget Line Item.



**Owner**

A person (including a corporation or other entity) who has legal title to residential rental property containing one or more Contract Units. An Owner may designate an agent to act on its behalf with respect to management and rental of a Contract Unit, including execution of a Voucher Payment Contract on the Owner's behalf, collection of Voucher Payments and tenant paid rent, and Lease enforcement, but the Owner shall remain responsible for its obligations as Owner under the Voucher Payment Contract and MRVP.

**Participant**

One or more persons who have been determined eligible for MRVP and have been issued a Voucher.

**Personal Care Attendant (PCA)**

Under MRVP a PCA is a person who resides with a Household member with a disability and:

- Who is paid for the fair value of their services to a Household member, subject to verification, with a disability;
- Whose income is not available for the needs of any Household member;
- Who provides necessary assistance in activities of daily living to such a Household member insofar as they require such assistance on due to their disability;
- Who is not obligated for support of the Household member; and
- Who would not be residing in the unit except to provide such necessary assistance to the Household member.

MRVP does not count the income or assets of a PCA (as defined above) in determining Household income. A Household may include a person who provides assistance to a Household member with a disability and who does not fit the definition above, but in that case, the income and assets of that person would be counted in determining Household's net income.

Note also that a Household may have several part-time PCAs instead of one full-time PCA. This is allowed, although only one bedroom may be added to the Voucher Size for a PCA, even the services are provided by several different individuals.

**Project Based Units**

Units that are authorized by DHCD-approved Voucher Payment Contracts to receive rental assistance that is attached to the unit (or project) and not to the person who occupies the unit. When the unit is vacated, the rental assistance remains with the unit (or project).

**Project Based Voucher**

A Voucher attached to a Contract Unit in a particular housing development, and not to the Participant occupying the Contract Unit, which terminates at the time the Participant vacates the Contract Unit and subsequently reissued to the next Participant occupying the Contract Unit.

**Project Based Waiting List**

An Applicant list which the Owner or AA has established, with prior DHCD approval, for the purpose of offering units in a particular project specifically funded by Project Based Voucher subsidies.

**Regional Administering Agency (RAA)**

A regional non-profit corporation or other entity under contract with DHCD to administer MRVP.

**Request for Program Payment**

The Request for Program Payment (*Form 9.3*) is the form that a Participant is required to submit to the AA requesting that the AA enter into a Voucher Payment Contract for a Suitable Unit. The Request for Program Payment is completed by the Participant and the Owner and lists the address of the proposed Contract Unit, the number of bedrooms, the party responsible for payment of heat, the name and address of the Owner, and the proposed Contract Rent.

**Single Room Occupancy (SRO) Eligible Property**

A rooming, lodging or boarding house, hotel, inn, or private residence which is:

- Licensed for such operation by the appropriate authority; and
- Certified by the appropriate agency as in compliance with the applicable Building, Sanitary, and Fire Codes, including without limitation the State Sanitary Code.

A student dormitory, residence of a religious order, facility providing continuous psychiatric, medical, or nursing services, or a private club shall not constitute an SRO Eligible Property.

**Single Room Occupancy (SRO) Unit**

A room intended for occupancy by a single individual in an SRO Eligible Property.

An SRO unit is a single room which lacks both kitchen and sanitary facilities within the room. These facilities are typically available in the SRO Eligible Property but are shared by numerous tenants. To be considered an SRO in MRVP, the unit must be in an SRO Eligible Property. If not in an SRO Eligible Property, the unit either is not a Suitable Unit or is not an SRO. SROs should not be confused with similar unit types, such as enhanced SROs (that contain either kitchen OR sanitary facilities within the room) or studio/0 bedroom apartments (that contain both kitchen and sanitary facilities within the unit).

**State Sanitary Code**

The State Sanitary Code Chapter II (105 CMR 410.000) outlines the Minimum Standards of Fitness for Human Habitation. All residences in the state must meet the minimum guidelines outlined in the code or may be condemned. All MRVP Contract Units are expected to be in compliance with the State Sanitary Code at all times.

**Subsidized Housing Program**

Any housing in which the tenant's portion of the rent is adjusted based on the tenant's income.

**Suitable Unit**

A dwelling unit for which a Voucher Payment Contract is to be executed. The unit must:

- Be intended solely for occupancy by the Participant and as the Participant's sole residence;
- Be an Appropriate Unit Size for the Participant's Household;
- Comply with Article II of the State Sanitary Code (including lead paint laws, whenever the Household includes a child under the age of six years), State Building Code, and other applicable laws;
- Contain, or if an SRO unit, have access to, kitchen facilities as defined in 105 CMR 410.000 (State Sanitary Code);
- Kitchen facilities must include, or have space and proper facilities for the installation of, a refrigerator that is at least 7.5 cubic feet with a separate freezer compartment, conventional oven that is non-portable and must be installed, and cooktop with at least two burners; and
- If a single room that does not contain both kitchen and sanitary facilities, it must meet the definition of an SRO unit.

**Temporarily Absent Household Members**

A Temporarily Absent Household Member is any Household member who will be out of the unit for 180 days or less and is expected to return to the unit. Household members may be absent for reasons such as hospitalization, duty assignment, employment, or school attendance in another location. The entire Household may not be absent for more than 30 days, consecutively or collectively, in any 12 month period.

A student who attends school away from home shall still be counted as a Household member, unless information becomes available to the AA indicating the student has established a separate Household or the Household declares that the student has established a separate Household.

Children in the Household who have been placed in foster care or otherwise removed from the home will continue to be counted as Household members unless the removal is permanent (*See Chapter 16.3.3*).

Household members who are absent from the Household due to active duty military service may still be counted as Household members, depending on the situation. The AA shall work to accommodate military families to the best of their abilities while still responsibly administering MRVP. Some reasonable exceptions may include, but are not limited to:

- Allowing a suitable guardian to move into the assisted unit on a temporary basis to care for any dependents that the military person leaves in the unit. Income of the guardian temporarily living in the unit solely for this purpose is not to be counted in determining Household income and Tenant Rent Share;
- Carefully considering the circumstances of any case involving delayed payment of the Tenant Rent Share by the Household;
- Considering a Household member who is absent from the Contract Unit due to their active military duty to be temporarily absent. The person will continue to be considered a Household member for the duration of the individual's deployment unless information becomes available to the AA indicating that the individual has established a separate Household or the Household declares that the individual has established a separate Household; and
- Using provisional documents and income information to complete a recertification and then conducting an interim reexamination when the military personnel's information is available.

### **Tenant Rent Share**

The Tenant Rent Share is the Participant's share of the Contract Rent, as determined by the AA, and is paid directly to the Owner of the Contract Unit.

### **Tenant Share**

See Tenant Rent Share.

### **Utilities**

Any or all of the following:

- Electricity, for cooking and general use;
- Natural gas for heating, cooking and hot water;
- Oil for heating and hot water;
- Any other fuel used for heating, cooking, or hot water;
- Water; and
- Sewer.

### **Veteran**

A person who is a veteran as defined in clause forty-three of section seven of chapter four of the General laws.

**Voucher**

A contract document (*Forms 6.1–6.2*) between the AA and a Participant which certifies program eligibility and sets forth program requirements, guidelines, and benefits for Applicants who have been determined eligible for assistance pursuant to MRVP regulations.

**Voucher Payment**

An amount paid by an AA to an Owner under a Voucher Payment Contract in accordance with the Voucher Payment Contract and guidelines established by DHCD, taking into consideration a Participant's income, Household size, Contract Unit size, and/or geographic location.

**Voucher Payment Contract**

A contract provided by DHCD (*Forms 11.1– 11.3*) that must be signed by the Owner of a Contract Unit and an AA. The Voucher Payment Contract names the unit or units under contract and outlines the responsibilities of each party. The Voucher Payment Contract must be signed before any Voucher Payments can be made.

**Voucher Search Period**

The period of time following the issuance or reissuance of a Mobile Voucher within which a Participant must submit a Request for Program Payment for a proposed Contract Unit.

The Voucher Search Period shall be 120 days from the date of issuance. The AA may authorize one 30 day extension for cause or hardship. DHCD may authorize one additional 30 day extension for cause.

The Voucher Search Period may not exceed 180 days, minus any time during which a Request for Program Payment is submitted and a proposed Contract Unit is being considered by the AA, except through reasonable accommodation.

**Voucher Size**

The maximum size unit an MRVP subsidy will cover based on Household Composition and reasonable accommodations, if applicable. See also Appropriate Unit Size.

**Voucher Value**

Refers exclusively to amounts listed in the Value of the Voucher Schedule (*Exhibit 7.5*) and is not necessarily equivalent to the Voucher Payment, or the amount paid by the AA to the Owner.

## Chapter 3: Nondiscrimination

Fair housing and civil rights laws require AAs to treat all Applicants and Participants equally, providing the same quality of service, regardless of Household characteristics and background. State law prohibits discrimination in housing on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, familial status, disability, receipt of public assistance, marital status, genetic information, and military status. These are known as “protected classes.” Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

In administering the MRVP program, the AA is expected to comply with all applicable nondiscrimination laws. This Chapter provides general information as to DHCD’s expectations; each AA is also advised to consult its own legal counsel.

### 3.1 Overview

In administering the MRVP program, the AA should not:

- Deny to any Household the opportunity to apply for housing, nor deny to any qualified Applicant the opportunity to participate in MRVP ;
- Provide housing that is different from that provided to others;
- Subject anyone to segregation or disparate treatment ;
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
- Treat a person differently in determining eligibility or other requirements for admission;
- Steer an Applicant or Participant toward or away from a particular area based any of these factors;
- Deny anyone access to the same level of services;
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
- Discriminate against someone because they are related to or associated with a member of a protected class; or
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

#### 3.1.1 Providing Information to Households and Owners

The AA should provide information to Applicants, Participants, and Owners about applicable civil rights laws. Information on filing a complaint with the Massachusetts Commission Against Discrimination (MCAD) should be included in the information packet given to the Household at the issuance briefing (*See Chapter 6.1*). These documents should also be available upon

request.

At the issuance briefing, Participants should be informed about the provisions of civil rights laws applicable to households with children, focusing on issues surrounding lead-based paint and the more common issues that may constitute discrimination; e.g., an Owner's refusal to accept MRVP.

The Voucher Payment Contract (VPC) informs Owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, gender identity, marital status, veteran status, receipt of public assistance, genetic information, or disability in connection with the contract.

### **3.2 Policies Related to Persons with Disabilities**

One type of disability discrimination prohibited by law is the refusal to make a reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

The AA will ask all Applicants and Participants if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the AA. Contact information for requests for accommodation for persons with disabilities will be included.

#### **3.2.1 Definition of Reasonable Accommodation**

A person with a disability may require special accommodations in order to have equal access to MRVP. The types of reasonable accommodations the AA can provide include changes, exceptions, or adjustments to a rule, policy, practice, or service. Requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the AA, or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider's operations.

When reasonable, the AA should modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

- Permitting applications and reexaminations to be completed by mail rather than in person;
- Conducting home visits, rather than requiring a Participant to come to the office of the AA;
- Using higher maximum rent if the AA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit;
- Providing time extensions for locating a unit when necessary because of lack of



- availability of accessible units or special challenges of the Household in seeking a unit;
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with AA staff; and
- Displaying posters and other housing information in locations throughout the AA's office in such a manner as to be easily readable from a wheelchair.

### 3.2.2 Request for an Accommodation

If an Applicant or Participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, this should be treated as a request for a reasonable accommodation, even if no formal request is made. The AA should encourage the Household to make its request in writing using a reasonable accommodation request form, if available. However, the AA should consider the request any time the Household indicates that an accommodation is needed whether or not a formal written request is submitted.

A person with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before the AA will treat a person differently than anyone else. This policy is applicable to all situations described in this Administrative Plan.

The Household must explain what type of accommodation is needed to provide the person with the disability full access to the AA's programs and services.

If the need for the accommodation is not readily apparent or known to the AA, the Household must explain the relationship between the requested accommodation and the disability. There must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

### 3.2.3 Verification of Disability

An individual is considered to have a disability if they:

- (a) have a physical or mental impairment which substantially limits one or more major life activities of a person;
- (b) have a record of having such impairment; or
- (c) are being regarded as having such impairment.

Current, illegal use of a controlled substance (as defined in M.G.L. c.9C) is explicitly excluded from the definition of an individual with a disability protected by fair housing and civil rights law. A past history of substance abuse, however, may be considered a disability.

Please note that while the Massachusetts anti-discrimination law, M.G.L. c. 151 B uses the term "handicap," this plan will use the term "disability."

Before providing an accommodation, the AA must determine that the person meets the definition of a disabled person, and that the accommodation will enhance the Household's

access to the AA's programs and services.

If a person's disability is obvious or otherwise known to the AA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required

If a Household indicates that an accommodation is required for a disability that is not obvious or otherwise known to the AA, the AA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the AA will follow the verification policies provided in Chapter 8 of this plan. All information related to a person's disability will be treated in accordance with the confidentiality policies provided in Chapter 18.4. In addition to the general requirements that govern all verification efforts provided in Chapter 8, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the Household who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability;
- The AA must request only information that is necessary to evaluate the disability-related need for the accommodation. The AA will not inquire about the nature or extent of any disability;
- Medical records will not be accepted or retained in the Participant file; and
- In the event that the AA does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity for the disability, the AA will dispose of it. In place of the information, the AA will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information.

#### 3.2.4 Approval/Denial of a Requested Accommodation

The AA must approve a request for an accommodation if the following three conditions are met:

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the AA, or fundamentally alter the nature of the AA's MRVP operations (including the obligation to comply with DHCD requirements and regulations).

Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as the cost of the requested accommodation with respect to the number of

employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the Household's disability-related needs.

After a request for an accommodation is presented together with all requested supportive documentation, the AA will respond, in writing, within 15 business days.

Before making a determination whether to approve the request, the AA may enter into discussion and negotiation with the Household, request more information from the Household, if necessary, or may require the Household to sign a consent form so that the AA may verify the need for the requested accommodation

Approval of a request for an accommodation will include terms, conditions, performance expectations for all parties and a schedule if appropriate.

If the AA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the AA's operations), the AA will discuss with the Household whether an alternative accommodation could effectively address the Household's disability-related needs without a fundamental alteration to MRVP and without imposing an undue financial and administrative burden.

If an alternative accommodation is not agreed upon after interactive discussion and negotiation between the Household and the AA, the AA will notify the Household, in writing, of its determination within 15 business days from the date of the most recent discussion or communication with the Household. The Household may file a Grievance, if a Participant, or a request a private conference, if an Applicant.

### 3.2.5 Program Accessibility for Persons with Hearing or Vision Impairments

DHCD regulations require the AA to ensure that persons with disabilities related to hearing and vision have reasonable access to the AA's programs and services.

At the initial point of contact with each Applicant, the AA shall inform all Applicants of alternative forms of communication that can be used other than plain language paperwork.

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display/teletype) communication should be available.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. These items may not be immediately available and reasonable advance notice must be given. When visual aids are used in public meetings or presentations, or in meetings with AA staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the Applicant) to receive, interpret and explain housing materials and be present at all meetings.

### 3.2.6 Physical Accessibility

The AA offices should be accessible to persons with disabilities.

The AA's policies concerning physical accessibility must be readily available to Applicants and Participants. They can be found in this plan description of the key policies that govern the AA's responsibilities with regard to physical accessibility.

When issuing a Voucher to a Household that includes an individual with disabilities, the AA will include a current list of available accessible units known to the AA.

In general, Owners must permit the Household to make reasonable modifications to the unit.

### 3.2.7 Denial or Termination of Assistance

An AA's decision to deny or terminate the assistance of a Household that includes a person with disabilities is subject to consideration of reasonable accommodation.

When Applicants with disabilities are denied assistance, the notice of denial must inform them of the AA's informal review process and their right to request a hearing. In addition, the notice must inform Applicants with disabilities of their right to request reasonable accommodations to participate in the informal hearing process.

When a Household's assistance is terminated, the notice of termination must inform them of the AA's informal hearing process and their right to request a hearing and reasonable accommodation.

When reviewing reasonable accommodation requests, the AA must consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to the AA's decision to deny or terminate assistance. If a reasonable accommodation will allow the Household to meet the requirements, the AA must consider the accommodation.

## 3.3 Improving Access to Services for Persons with Limited English Proficiency (LEP)

For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by MRVP. In general, an LEP person is someone who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English.

The AA is required to take steps to communicate with LEP persons who need services or information in a language other than English.

For the purposes of this Administrative Plan, the LEP persons for whom the AA needs to provide access are MRVP Applicants and Participants.

In order to determine the level of access needed by LEP persons, the AA will balance the following four factors:

- The number or proportion of LEP persons eligible to be served or likely to be encountered by MRVP;
- The frequency with which LEP persons come into contact with the program;
- The nature and importance of the program, activity, or service provided by the program to people's lives; and
- The resources available to the AA and costs.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the AA.

Where feasible, the AA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other AAs, and will standardize documents. Where feasible and possible, the AA will encourage the use of qualified community volunteers.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the AA. The interpreter may be a family member or friend.

### 3.3.1 Written Translation

As resources allow, the AA should review forms, letters and documents used in MRVP to determine which are vital to providing meaningful access to non-English speaking and LEP persons. AAs are expected to translate vital documents into languages regularly encountered. For the purposes of this plan, DHCD considers the term "languages regularly encountered" to mean any language spoken by at least 5% of the population served within the program, including both Applicants and Participants.

DHCD will provide translations of critical program documents, translated into required languages. DHCD will make additional translated program documents available to the AA in accordance with its Language Access Plan, and as resources allow.

Translation of other documents, if needed, can be provided orally, upon request.

## Chapter 4: Eligibility

The AA is responsible for ensuring that every Household admitted to MRVP meets all program eligibility requirements. This includes any individual approved to join the Household after the Household has been admitted to the program. The Household must provide any information needed by the AA to verify eligibility and determine the level of the Household's assistance, including all Household members age 18 or older signing the Authorization for the Release of Information (*See Exhibit 8.1*).

### 4.1 Income and Asset Eligibility [760 CMR 49.03(1); FY17 MRVP Budget Line Item]

One of the primary tests for eligibility in MRVP is income and asset eligibility.

#### 4.1.1 Income Eligibility

At admission a Household's net income (*See Chapter 7*) shall be no more than 80% Area Medium Income (AMI). AMI is published annually by HUD and varies by region and by household size. HUD divides the state into nineteen regions, each with its own AMI. The AA will use the AMI set for their region, regardless of the Household's current address. Household size includes unborn children that are verified by a doctor. Although DHCD may advise AAs when HUD changes AMI, all AAs are required to adopt revised Income Limits as often as necessary to be consistent with HUD changes in AMI.

Participants remain income eligible for MRVP until their net income exceeds 80% AMI and the Tenant Rent Share is equal to, or greater than, the Contract Rent, at which time the Participant is terminated from MRVP with six months' notice (*See Chapter 17.5*).

#### 4.1.2 Asset Eligibility

At admission a Household's total assets may not exceed one and one half (1½) times the gross Household income or \$25,000, whichever is greater. There is no asset limitation for continued eligibility.

To be eligible for MRVP, an Applicant may not own residential real estate. If an Applicant does own residential real estate, it must be sold prior to being found eligible for MRVP. The proceeds from the sale shall be counted as an asset and must be less than the greater of one and one half (1½) the gross Household income or \$25,000.

An asset includes, but is not limited to, the following:

- All money held in cash, saving, checking, money market or similar account;
- The market value of equity in real property, stocks, bonds or other form of capital investment, whether person or business;

- The value of equity in personal property such as boats, recreational vehicles, and luxury goods. Value is determined by taking the higher of the insured value or appraised market value;
- Payment received or scheduled in settlement of personal or property loss;
- Money at interest and debts due to an Applicant by any person(s);
- The value of a cash surrender insurance policy;
- The value of any personal or business asset disposed of by any Household member (including the disposition in trust) for less than fair market value during the two years prior to determination of eligibility. The value of such assets is the difference between the fair market value and the consideration received; and
- The value of any interest in a trust fund benefitting any adult Household member.

An asset does not include the following:

- Any automobile used as a primary means of transportation by one or more Household members;
- Money in an Individual Retirement Account, 401(k), pension, or similar retirement account subject to IRS regulation; and
- The value of any interest in a special needs trust, as defined by state and federal law.



#### *Example 4.1: Assets at Eligibility*

Darnelle is applying for an MRVP Project Based Voucher at Wareham Housing Authority. 80% AMI for a single person Household in Wareham is \$54,750. Darnelle's gross Household income is \$19,700. She has an IRA account with \$63,000. Darnelle is income eligible for MRVP, because funds in retirement accounts are not counted as assets at eligibility.

Mirna is a single adult Household and is also applying for a Project Based Voucher at Wareham Housing Authority. Her gross income is \$28,500. She has various investment accounts with savings she has earmarked for retirement, although none of the accounts are IRS recognized retirement accounts. The total of her investment accounts is \$55,000. Mirna is not income eligible for MRVP because her assets are over 1½ times her gross income (\$42,750) and they are not held in retirement accounts that are excluded from assets when determining eligibility.

Louis is also applying for an MRVP Voucher at Wareham Housing Authority. His gross Household income is \$27,000 and he has a 401(k) with \$120,000. Although he rents his current apartment, he does own a condo in Florida, where his daughter lives. Louis is not eligible for MRVP because he owns residential real estate.



#### 4.2 Additional Requirements [760 CMR 49.03(2); FY17 MRVP Budget Line Item]

To be otherwise eligible for MRVP, the Applicant or Participant (including all Household members) must not:

- Owe back rent, damages, vacancy loss payments, or any other monies to an Owner under a Subsidized Housing Program or to an AA, for which the Household has not entered into a repayment agreement or have failed to stay current with a repayment agreement;
- Have been terminated from any previous Subsidized Housing Program for cause;
  - If an Applicant has been terminated from a previous Subsidized Housing Program for cause within the three years prior to application, the Applicant shall be ineligible for MRVP.
  - If an Applicant has been terminated from a previous Subsidized Housing Program for cause more than once, the Household shall be ineligible for MRVP indefinitely.
- Have had a judgment for possession of a premises leased from an AA or from an Owner under a Subsidized Housing Program entered against the Applicant by a court for good cause;
  - If an Applicant has had a judgment for possession as described above within the three years prior to application, the Applicant shall be ineligible for MRVP.
  - If an Applicant has had more than one judgment for possession as described above, the Household shall be ineligible for MRVP indefinitely.
- Have misrepresented or falsified any information required to be submitted as part of the Applicant's application, or a prior application within three (3) years, and the Applicant fails to establish that the misrepresentation or falsification was unintentional;
  - The three year time limit only applies to misrepresentation or falsification made in connection with a prior application for any state benefit, including, but not limited to, MRVP, AVHP, state-funded public housing, EA, HomeBASE, Rental Assistance to Families in Transition (RAFT), Supplemental Nutrition Assistance Program (SNAP), and Temporary Assistance to Needy Families (TANF).
  - This means that when an AA is determining the eligibility of an Applicant, the AA shall consider whether the Applicant has misrepresented or falsified any information submitted as part of the application process for any state benefit within the past three years.
  - If, after issuing a Voucher to a Participant, an AA determines that the Participant misrepresented or falsified any information submitted as part of the application process for that Voucher or any other state benefit, the AA must consider whether termination from MRVP is appropriate, even if the misrepresentation or

falsification occurred more than three years prior. See Chapter 17.6.2 for further discussion.



#### *Example 4.2: Falsified Application*

Tony submits an application for MRVP on February 1, 2015 and is placed on the waiting list. The AA begins to review his application in May 2016. The AA discovers that Tony submitted an application for MRVP in November 2012 with falsified information. The AA determines that Tony purposefully falsified his application in 2012. The AA determines that Tony is not eligible for MRVP because he submitted a falsified application within the past three years.

Harold has been an MRVP Participant since 2010. While verifying his income during his annual recertification in September of 2016, the AA discovers that Harold falsified information on his MRVP application submitted in 2010. After meeting with Harold, the AA determines that Harold purposefully falsified information on his MRVP application and that, if he had truthfully reported the information, he would not have been found eligible for MRVP. The AA terminates Harold's MRVP participation.

- Have committed program abuse or fraud, defined as a single act or patterns of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead, in relation to MRVP;
- Have engaged in criminal activity, which would interfere with or threaten the rights of other tenants or AA employees to be secure in their persons or in their property or with the rights of other tenants to peaceful enjoyment of their units and common areas (*See Chapter 4.3*);
- Be subject to lifetime registration as a sex offender in Massachusetts;
- Have failed to comply with the terms of an MRVP Voucher;
  - If a Household is terminated from MRVP for failure to comply with the MRVP Voucher, the Household shall be ineligible for MRVP for three years following the termination.
  - If a Household is terminated from MRVP more than once for failure to comply with the MRVP Voucher, the Household shall be ineligible for MRVP indefinitely.
  - This clause is closely related to that requiring that an Applicant has not been terminated from a Subsidized Housing Program for cause.
  - Note that all for cause terminations from MRVP automatically mean that a Household has failed to comply with the MRVP Voucher.
- Have directed abusive language or threatening behavior which was unreasonable and unwarranted toward an AA employee;

- Have failed to provide information reasonably necessary for the AA to process the Applicant's application, including having all Household members age 18 or older sign the Authorization for the Release of Information;

Necessary information may include, but is not limited to:

- Government-issued photo ID (Head of Household and all Household members age 18 or older);
  - Birth certificate, mother's letter (young children only), or government-issued photo ID (all Household members);
  - Social security number, as necessary to verify income;
  - DHCD's Universal Standard Application for State-Aided Public Housing, MRVP, & AHVP and Universal Emergency Application for State-Aided Public Housing, if applicable;
    - The Application for Massachusetts Rental Voucher Program (*Exhibit 5.1*) may be submitted in place of DHCD's Universal Standard Application and Universal Emergency Application.
  - Verification of any preference or priority received in tenant selection, if tenant selection is performed by the AA;
  - Authorization for the Release of Information (all Household members age 18 or older; *See Exhibit 8.1*).
- Intend to live somewhere other than a Contract Unit as their sole residence;
  - Be a current illegal user of one or more controlled substance as defined by M.G.L. C. 94C 1, or have a Household member who is engaged in such activity (*See Chapter 4.3*).
    - A person's illegal use of a controlled substance within the preceding 12 months shall create a presumption that such person is a current illegal user of a controlled substance, but the presumption may be overcome by a convincing showing that the person has permanently ceased all illegal use of controlled substances.
    - This disqualification of current illegal users of controlled substances shall not apply to Applicants for housing provided through a treatment program for illegal users of controlled substances.
    - Illegal use of a controlled substance must be more likely than not based on reliable information. Allegations of illegal use of a controlled substance must be substantiated.
    - Marijuana is not a controlled substance.
  - Have ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine;
  - Have caused intentional damage to a rental unit under a Subsidized Housing Program in an amount exceeding 2 months of rent during any one year period; or

- Violate any other eligibility requirements set forth in the MRVP Budget Line Item as in effective from time to time or in administrative guidance issued by DHCD.

#### 4.2.1 Mitigating Circumstances

Prior to disqualifying an Applicant based on additional requirements, the AA shall permit the Applicant to show mitigating circumstances, which may include rehabilitation or rehabilitating efforts. Mitigating circumstances must be sufficient so that when the potentially disqualifying behavior is weighed against the mitigating circumstances, the AA can be reasonably certain that the Applicant or Household member will not engage in any similar conduct in the future. The greater the degree of danger, if any, to the health, safety, and security of others or to the security of property of others, the greater must be the strength of the mitigating circumstances showing that a recurrence of behavior, which would have been disqualifying, will not occur in the future.

In making this determination, the AA shall consider all relevant circumstances including:

- The severity of the potentially disqualifying conduct;
- The amount of time which has elapsed since the occurrence of such conduct;
- The degree of danger, if any, to the health, safety and security of others or to the security of the property of others;
- The disruption and inconvenience which recurrence would cause the AA;
- The likelihood that the Applicant's behavior in the future will be substantially improved;
- The effects that denial of assistance may have on other members of the Household who were not involved in the action or failure;
- The extent of participation or culpability of individual Household members, including whether the culpable Household member is a minor or a person with a disability who demonstrates that their conduct was related to the disability;
- Any incidence of domestic violence (*See Chapter 18.5.6*); and
- Requests for reasonable accommodations and disabilities.

### 4.3 Criminal Activity and Illegal Use of a Controlled Substance

#### 4.3.1 Verification of Criminal Activity [760 CMR 49.04(7)]

When determining eligibility for MRVP, AAs must review the Criminal Offender Record Information (CORI) of each adult Household member. CORIs shall be obtained from the Department of Criminal Justice Information Services (DCJIS). The Applicant's identifying information shall be verified using government issued photo ID and other documents outlined in the previous section.

The AA must also review the Sexual Offender Registry Information (SORI) of each adult Household member. This information shall be obtained from the Massachusetts Sex Offender

Registry Board (SORB) at <http://www.mass.gov/sorb> and the United States Department of Justice National Sex Offender Public Registry at <http://www.nsopr.gov/>.

AAs must review the CORI and SORI of all Household members upon their 18<sup>th</sup> birthday once signed Authorization for the Release of Information is obtained.

AAs may otherwise only review the CORI or SORI of Participants if there is cause to do so. The CORI and SORI of adult Household member shall not be reviewed upon Voucher transfers of any kind, except for changing the Head of Household (*See Chapter 16.4*) unless there is other cause to do so. Cause may include, but is not limited to:

- Report of a Household member's arrest;
- Report of a Household member being imprisoned in a correctional facility; and
- Credible report that a Household member has committed a crime.

#### 4.3.2 Mandatory Rejection

An Applicant must be rejected if:

- The Applicant has been convicted for drug-related criminal activity for the manufacture or production of methamphetamine; or
- The Applicant is a sex offender that is subject to lifetime registration in Massachusetts.

In Massachusetts, whether a person is a lifetime registrant depends on the crime they committed, NOT on whether they are classified as level 1, 2, or 3. Section 178G of M.G.L.c.6 states that the duty to register ends 20 years after conviction, adjudication, or release from jail, unless the person has committed certain types of crimes, in which case they must register for their lifetime.

A sex offender is subject to a lifetime registration if the offender:

- Has been determined (by the SORB) to be a sexually violent predator;
- Has been convicted of two or more Wetterling offenses, committed on different occasions;
- Has been convicted of a sexually violent offense; or
- Has been convicted of a sex offense involving a child.

The Sex Offender regulations (803 CMR 1.00 et seq.) define a Wetterling offense as:

- Indecent assault and battery on a child under 14;
- Rape of a child under 16 with force;
- Rape and abuse of a child;
- Assault of a child with intent to commit rape;
- Kidnapping a child;
- Enticing a child under the age of 16 for the purpose of committing a crime;
- Enticing a child into prostitution;
- Living off or sharing the earnings of a minor prostitute;

- Possession of child pornography;
- Unnatural and lascivious acts with a child under 16; and
- Aggravated rape.

#### 4.3.3 Other Reasons for Rejection

An AA may consider the following offenses when determining Applicant eligibility.

- Drug-related criminal activity that occurred in the three years prior to application, such as the illegal manufacture (except for methamphetamine), sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture (except for methamphetamine), sell, distribute or use the drug.
- Violent criminal activity that occurred in the three years prior to application, such as crimes that involved the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.
- Egregious crimes, which are extremely bad crimes where the scars of such crimes have a life-long effect on the victim, their families, and the community. Examples of such crimes may include, but are not limited to, sexual molestation, rape, sexual slavery, enforced prostitution, indecent assault and battery with intent to rape, murder (first, second, or third degree), and manslaughter (voluntary or involuntary).
- Any sex offenses that require the Applicant to register as a level 2 or 3 sex offender.

All eligibility determinations must be made in a reasonable, consistent, and fair manner.

Prior to making the decision to reject an Applicant, the AA shall consider the following:

- Any mitigating circumstances presented by the Applicant;
- The accuracy of the CORI;
- The outcome of the charges against an Applicant;
- The seriousness of the case, especially with respect to how it would affect other residents;
- The effects that denial of assistance may have on other members of the Household who were not involved in the action or failure;
- The extent of participation or culpability of individual Household members, including whether the culpable Household member is a minor or a person with a disability who demonstrates that their conduct was related to the disability;
- The length of time since the violation occurred, the Household's recent history, and the likelihood of a favorable conduct in the future; and

- In the case of use of an illegal substance, whether the culpable Household member is participating in or has successfully completed a supervised drug rehabilitation program or has otherwise been rehabilitated successfully.

Participation in supportive services shall be considered as a mitigating circumstance. If, for example, an Applicant has a history of illegal substance abuse, but is applying for a Project Based Voucher in sober housing, acceptance into such housing by the Owner and service provider shall be considered as a mitigating circumstance.

#### 4.3.4 Applicant Conference

Prior to rejecting any Applicant due to information found on a CORI and/or SORI, the AA must schedule a conference with the Applicant to review the information. This is true even if the CORI shows conviction for a crime that would lead to a mandatory rejection from MRVP. At the conference, the Applicant must be given a copy of the CORI to review and given time to submit evidence of mitigating circumstances.

#### 4.3.5 Record Keeping

Only the staff members who require access to an Applicant's CORI may review it. CORI and SORI results shall not be kept in Applicant and/or Participant files. Instead, the AA shall note the date that each was reviewed, whether the results were satisfactory, and if any further action was taken. The CORI and SORI must be appropriately destroyed.

Under no circumstance shall the AA provide verification to a property Owner or any other agency that an Applicant and/or Participant has no CORI/SORI or a "clean" CORI/SORI. If questioned, an AA may state that all Participants have been found eligible for MRVP based on current eligibility criteria.

### 4.4 Verification [760 CMR 49.04(4)]

All information provided must be verified before an Applicant can be found eligible for MRVP. Verification procedures are discussed more in depth in Chapter 8.

For eligibility an Applicant must provide the AA access to reliable and reasonably obtainable documentation verifying the accuracy of information appearing on the application form or other necessary documents for the AA's determination. Income must be verified as discussed in Chapter 8. If the AA has verified any information when making a preliminary determination of eligibility for the Applicant, the AA shall re-verify such information on its final determination of eligibility and qualification. Non-receipt of requested documentation, without good cause established by the Applicant, shall be cause for determining the Applicant ineligible.



In determining eligibility, the AA is required to check the CORI and SORI of all adult Applicants. The AA may also check public records, other sources of public information, and other reliable sources, so long as it follows the same procedures for all adult Applicants.

Information regarding eligibility may be obtained by the AA from interviews with the Applicants and with others, telephone conversations, letters, or other documents. Information may include written and oral materials. All such information received shall be recorded in the Applicant's file including the date of receipt, the identity of the source, and the person receiving the information.

#### **4.5 Denial of Eligibility**[760 CMR 49.04(4)(b), (8)]

These procedures also apply to Applicants who are denied preliminary eligibility or a priority or preference status (*See Chapter 5.4.4*).

##### **4.5.1 Requirements**

If the AA determines that an Applicant is not eligible for a claimed priority or preference or is ineligible or unqualified for MRVP participation, the AA shall send written notification to the Applicant. Written notification shall contain:

- The AA's determination;
- The reason(s) for the determination, including a detailing of the material facts; and
- The right of the Applicant to request a private conference with the AA.

Applicants who are determined ineligible for MRVP or ineligible for a priority or preference are entitled to request a private conference with the AA to discuss its finding. Following a private conference, the AA must issue a written decision. The Applicant may then request reconsideration by the AA's board or other equivalent body.

##### **4.5.2 Denial of Eligibility**

All AAs shall follow the procedures outlined below when denying eligibility, priority, or preference of an Applicant.

If upon a preliminary or final determination the Applicant is determined ineligible or unqualified, the AA shall mail written notice of the determination to the Applicant at the Applicant's last known address. The notice shall set out the reason for the adverse determination and shall advise the Applicant of their right to request a private conference with the AA and/or request a reasonable accommodation. The notice shall additionally include that the Applicant may request an optional informal conference prior to the private conference. The notice shall also state that the Applicant may be represented at the private conference by counsel or by another person of the Applicant's choice at the Applicant's expense.

Within 14 days of mailing the denial of eligibility, the Applicant may request a private conference with the AA. The request for a private conference shall be made in writing and shall be delivered or mailed to the AA within such 14 day period.

The purpose of the private conference shall be to enable the Applicant to discuss with the AA the reasons for denying eligibility and to permit consideration of all pertinent information on a new determination of eligibility, qualification and/or priority or preference status.

Promptly after receipt of a request for a private conference, the AA shall give the Applicant the opportunity to discuss the denial of eligibility informally in an attempt to settle the issue without the necessity of a private conference. The AA shall give reasonable advance notice (at least 7 calendar days) to the Applicant and their representative (if any) of a time and place for an informal conference, unless such an informal conference shall have taken place when the request for private conference was delivered to the AA. If a matter is not resolved at the informal conference, a private conference shall be held. Failure to attend an informal conference shall not affect an Applicant's right to a private conference.

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

If an Applicant fails to appear at a private conference without prior notice, except in the case of an emergency, they shall be given one more opportunity to attend a private conference. If the Applicant fails to attend two private conferences, they will no longer be entitled to a private conference and the AA's denial of eligibility shall be final.

Prior to and at a private conference, the Applicant or their representative shall have the right to inspect the documentation on the basis of which the denial of eligibility was made and any other documentation pertinent to the Applicant's eligibility, qualification or entitlement to priority or preference status. The AA shall make reasonable arrangements for photocopying any such documentation that the Applicant may specify with sufficient advance notice.

The executive director of the AA shall conduct the private conference or shall designate one or more impartial persons (conference officer or officers) to do so. Selection of persons who made the pre-conference determination shall be avoided. Two or more AAs may share staffing responsibilities to conduct private conferences, meaning that one AA's staff may conduct private conferences for another AA and vice versa.

The conference officer or officers shall conduct the private conference fairly. Procedure shall be informal, and formal rules of evidence shall not apply. At the private conference, Applicant or Applicant's representative may offer Applicant's own testimony, may question the AA on

pertinent matters, and may offer other testimony, documentation, information, and argument. The AA may also offer testimony, documentation, information, and argument. The Applicant and the AA may question each other's witnesses. Upon request the AA may give the Applicant additional time to secure documentation or information.

The AA shall tape-record the private conference.

Within fourteen (14) days following the private conference or as soon thereafter as reasonably possible, the AA shall notify the Applicant in writing of its decision with an explanation of its reasons and shall specify any change, if appropriate, in the prior preliminary determination of the Applicant's eligibility, qualifications, and/or priority or preference status. The decision shall be mailed to Applicant and Applicant's representative, if any, at their last known addresses.

If the AA's decision following a private conference is adverse to the Applicant, within 14 days from the date on which the AA's decision was mailed, the Applicant may mail or deliver to the AA a written request that the AA reconsider its decision. The reason or reasons for the request shall be specified. If the Applicant has new information relevant to the factual basis of the adverse decision, this new information should be included with the request.

The AA's Board may review the decision, or the AA may appoint another equivalent body, subject to approval by DHCD. The body that reviews the decision shall:

- Have extensive knowledge of MRVP, the MRVP Budget Line Item language and regulations, and all DHCD guidance regarding MRVP;
- Have extensive knowledge of related laws, regulations, and AA policies and procedures;
- Not consist, entirely or in part, of the conference officer(s) that issued the decision;
- Not have a vested interest, financial or otherwise, in the decision or the subject matter; and
- Maintain confidentiality surrounding the Applicant and all personal information.
- 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.

The Board or other equivalent body shall promptly decide whether to uphold, set aside or modify the decision after permitting the AA and Applicant to make oral presentations and submit documentation. The Board or other equivalent body may also permit the conference officer(s) to make a presentation. The decision of the Board or other equivalent body shall be in writing and shall explain its reasoning. If a written decision is not rendered within fourteen (14) days from the date a review is requested, the decision of the Board or other equivalent body, when rendered, shall specify a reason showing that there has been no undue delay.

**DHCD will not review decisions regarding an Applicant's eligibility for MRVP.**

The last rendered decision on an Applicant shall be binding between the AA and the Applicant with respect to the particular circumstances involved in the denial of eligibility, provided that an Applicant must exhaust all administrative remedies prior to seeking review in court. If a Applicant does not timely pursue the appropriate administrative remedy in accordance with the private conference process and timeframes specified in this chapter and 760 CMR 49.00, that level of review shall be deemed waived.

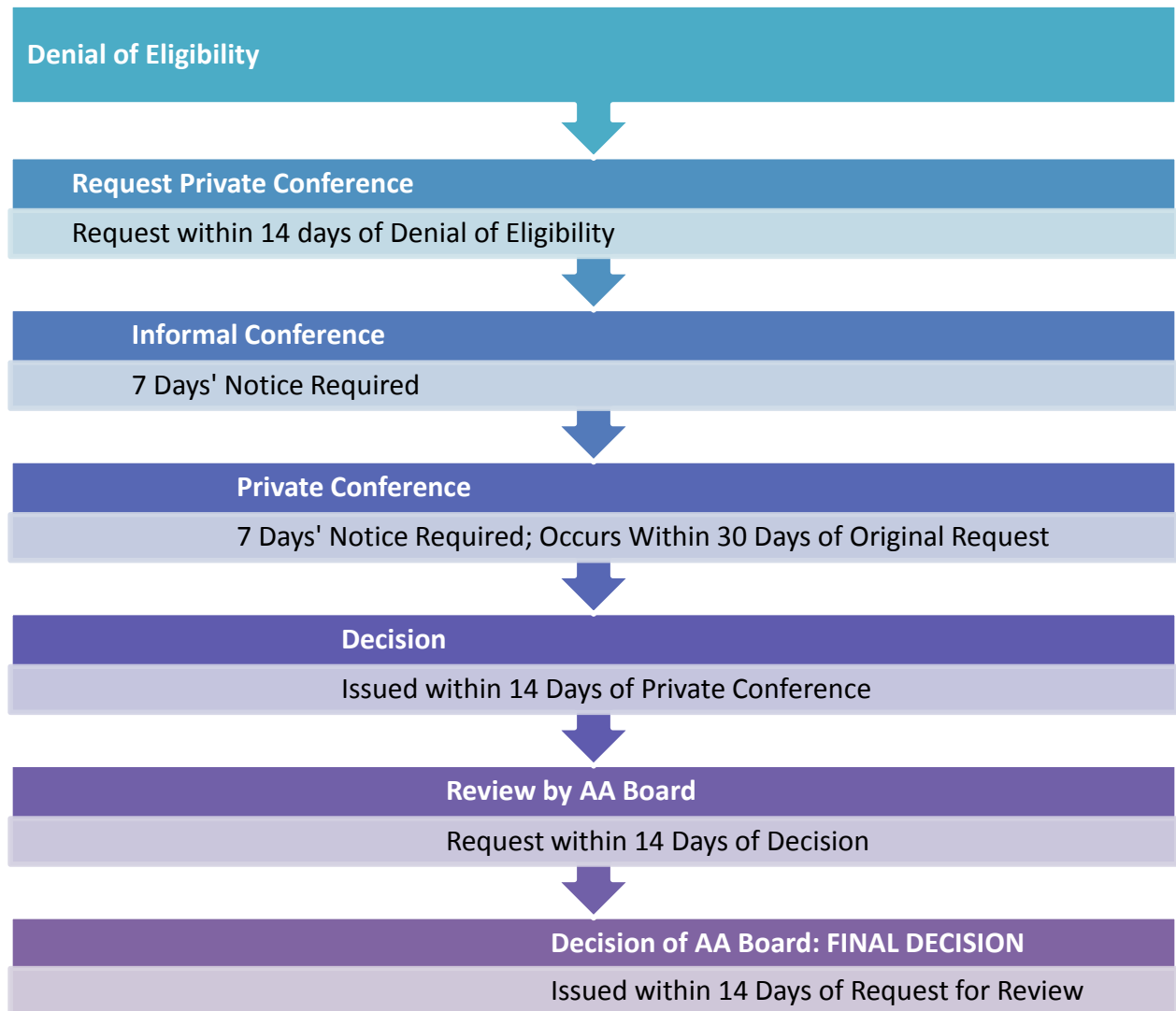
If a court has jurisdiction to determine a matter which has been subject to decision on a denial of eligibility, the court's determination on the matter shall supersede the decision on the denial of eligibility. The decision on a denial of eligibility shall have no binding effect between the AA and any person who was not an Applicant.

Wherever feasible, an AA needs to hold a Voucher or Project Based Unit for an Applicant until the private conference has been completed and the decision issued or the time frame to request a private conference has passed. The AA does not need to hold a Voucher or a Project Based Unit for the Applicant to allow them time to request a review of the decision following a private conference by the Board or other equivalent body if it not feasible to do so. If the Board or other equivalent body overturns the AAs decision to deny MRVP eligibility, however, the AA must offer the Applicant the next Mobile or Project Based Voucher for which they qualify. If the Board or other equivalent body overturns the AAs decision to deny preliminary MRVP eligibility or priority or preference status, then the AA must place the Applicant on the appropriate waiting list(s) based on the original application date and time.

#### 4.5.3 Denial of Assistance Under VAWA

For a complete discussion of the implications of VAWA on MRVP administration, including definitions of key terms, see Chapter 18.5.

## Denial of Eligibility for MRVP



## Chapter 5: Applying and Participant Selection

Key to MRVP is how Applicants apply and are selected for participation. Applicants deserve clear procedures and a transparent process. AAs can protect themselves through consistent and fair application of policies. The Participant selection process is also regulated by state and federal fair housing laws. While each AA should consult its own counsel regarding specific fair housing issues, this chapter is intended to provide general guidance regarding the application of the MRVP regulations to Participant selection in a manner consistent with fair housing requirements.

Because of the difference between Voucher types, Mobile and Project Based Vouchers have different procedures for application and Participant selection. The first step is to understand the specific project or program. For Mobile Vouchers, AAs select MRVP Participants who then apply for housing on the open market. For Project Based Vouchers, the selected MRVP Participant is also being selected for a specific unit with a Project Based Voucher. Because of this, Project Based Participant selection is often done in conjunction with the project Owner, sponsor, or service provider.

### 5.1 Application and Waiting Lists

- The party that establishes and maintains waiting lists for MRVP Vouchers depends on whether they are Mobile or Project Based:
  - AAs establish and maintain all waiting lists for Mobile Vouchers.
  - Waiting lists for Project Based Vouchers may be established by either the Owner or AA.
  - DHCD is moving towards a model where waiting lists for Project Based Vouchers are established by the Owner and maintained in conjunction with the AA, meaning that the AA must have a copy of the waiting list and be in agreement as to which Applicants are selected from the Waiting List.
- When a waiting list is open, applications must be accepted. When a waiting list is closed, applications may not be accepted.
- The only reason an Applicant can be denied the opportunity to apply is because a waiting list is closed. If applications are being accepted, anyone may submit an application (even if they are not eligible for an MRVP Voucher).
- Before a waiting list can open or close, DHCD must be notified and approve the action. The action must also be published. The publication of the action should be targeted based on the type of housing. For example, senior housing should be announced through publications or organizations that cater to seniors.

- There are two ways to sort Applicants on a waiting list: through random selection or by date/time of application.
  - If applications are being accepted for a limited time or an initial waiting list is being created, the waiting list order will be established through random selection, like a lottery. This allows every Applicant an equal chance of being selected. The opening of waiting lists under this category shall be done in conjunction with specific guidance from DHCD or, for Project Based Vouchers, the waiting list opening and lottery shall be clearly defined in a DHCD-approved Tenant Selection Plan.
  - If, after the initial establishment of a waiting list, the list remains open and applications are being accepted on an ongoing basis, Applicants are placed on the waiting list based on date and time of application. In order to give an equal chance to Applicants with disabilities or others who require extra time completing an application, DHCD's model policy states that applications shall be date stamped before being given to a potential Applicant. If the application is returned within 30 days of that date, the application is placed on the waiting list based on the original date stamp. If the application is not returned within 30 days, the Applicant is placed on the waiting list based on when the application was received by the AA. An AA may use its own policy, with prior approval from DHCD, if the policy adequately addresses the needs of Applicants with disabilities or those who may need extra time or help completing an application.
- DHCD-approved priorities and preferences may be applied in determining the order in which Applicants will be offered housing. This means that a homeless Applicant, for example, may be offered a Voucher before a non-homeless Applicant.
- Preferences and priorities must be verified prior to being placed on a waiting list. Verification for certain priorities and preferences may include an Applicant's self-certification in combination with supporting documents. To receive the benefit of a priority or preference, Applicants must submit supporting documents with their application.
- Verification of income, assets, and any priority or preference must be completed prior to a Voucher being issued, as discussed in Chapter 8.
- Applicants are responsible for keeping their information up to date. Waiting lists can be several years long. It is the Applicant's responsibility to keep the Owner or AA updated of any changes in contact information, income, or Household composition. Changes in income or Household composition can affect placement on a waiting list or eligibility for a specific unit based on bedroom size. Applicants must also respond to letters confirming their information and interest in being kept on a waiting list. These letters are usually sent out every one to three years to help maintain an accurate waiting list.

Because most communication happens via mail, it is critical that the Applicant's mailing address be up to date.

- All information about waiting lists and Participant selection must be made available upon request. If an Applicant has any questions about the process, the Owner or AA shall answer them clearly. Although not always directly involved in tenant selection, AAs shall always have a copy of tenant selection plans for any Project Based sites that they administer.

#### 5.1.1 Marketing

All marketing plans must be approved by DHCD. All AAs have a responsibility to ensure that Households in their region are aware of any availability of units for which the AA maintains a waiting list and is responsible for Participant selection, so that the Households have an opportunity to apply. The AA must undertake a marketing effort whenever its waiting list for units is less than the number of Applicants anticipated to be placed in the next 12 months, unless otherwise described in a DHCD-approved plan. Owner marketing obligations must be described in the DHCD-approved marketing plan.

#### 5.1.2 Applying to an AA [760 CMR 49.04(3)]

Each AA has certain obligations in serving Applicants applying for MRVP directly with the AA. The first is to make application forms available at the AA's central office and, upon request, through mail. The AA must also provide reasonable assistance and accommodations to Applicants in completing application forms. It is important to note that AAs may only accept applications if their waiting list is open.

Once an application is received by the AA, the application must be date and time stamped and the Applicant promptly provided with a receipt including a control number. After the application is reviewed for completeness, the AA must make a preliminary determination of eligibility based on information provided in the application. The AA must also determine whether an Applicant appears to be entitled to any preference or priority status, in accordance with section 5.4 of this chapter. Households must submit documentation of eligibility for any priority or preference with their application. Applicants that submit incomplete or irrelevant documentation may be contacted to provide appropriate documentation.

At this time, the AA may, at its discretion, verify some or all of the information provided. For example, while the AA must verify a Household's current living situation, if applying under a priority or preference, prior to issuing a Voucher, it is not required to conduct verification at the time it makes the preliminary determination of eligibility. However, verification procedures must be consistently and fairly applied, and if the AA conducts verification at initial eligibility determination for some Applicants, it must do so for all. The Applicant shall be notified of the AA's preliminary determination and may request a private conference if found ineligible or not entitled to a requested preference or priority category.



## **5.2 Mobile Vouchers [760 CMR 49.04(1–5), 49.07, 49.08]**

Mobile Vouchers are administered largely the same way throughout the MRVP portfolio. An Applicant applies at an AA, is screened for any priorities or preferences, and is placed on a waiting list if a Voucher is not immediately available. Applicants are then selected off of the waiting list based on priorities, preferences, and application date and screened for eligibility for MRVP. If eligible, the Applicant is issued an MRVP Voucher.

Occasionally, DHCD implements initiatives for targeting Vouchers to special populations. In some cases, the targeting only applies when Vouchers are initially issued by the AA. Upon turnover, the Vouchers are issued following standard procedures and to standard Applicants. In other cases, the Vouchers are set aside for the targeted population in perpetuity. The AA must carefully review all DHCD guidance related to targeted Vouchers.

### **5.2.1 Application**

To apply for a Mobile Voucher, the Applicant must submit a Universal STANDARD Application for State-Aided Public Housing, MRVP, & AHVP to an AA that is accepting applications. The Applicant may attach the Universal Emergency Application for State-Aided Housing and supporting documents, if it is applicable to their situation. Applications are available in multiple languages on DHCD's website.

AAs may also accept the Application for Massachusetts Rental Voucher Program (MRVP) (*Exhibit 5.1*) in lieu of the Universal Standard Application and Universal Emergency Application.

### **5.2.2 Waiting Lists**

All RAAs' waiting lists for Mobile MRVP Vouchers are currently closed and applications may not be accepted.

Most LHAs that administer MRVP have closed waiting lists for MRVP.

LHAs may also add Applicants to and select Applicants for MRVP from their state-aided public housing waiting list, provided each selected Applicant has indicated on their initial application that they are interested in MRVP and Applicants are selected based on their order on the state-aided public housing waiting list. If an Applicant on an LHA state-aided public housing waiting list is offered and does not accept an MRVP Voucher, then the refusal of the MRVP Voucher shall have no impact on the Applicant's waiting list status for state-aided public housing.



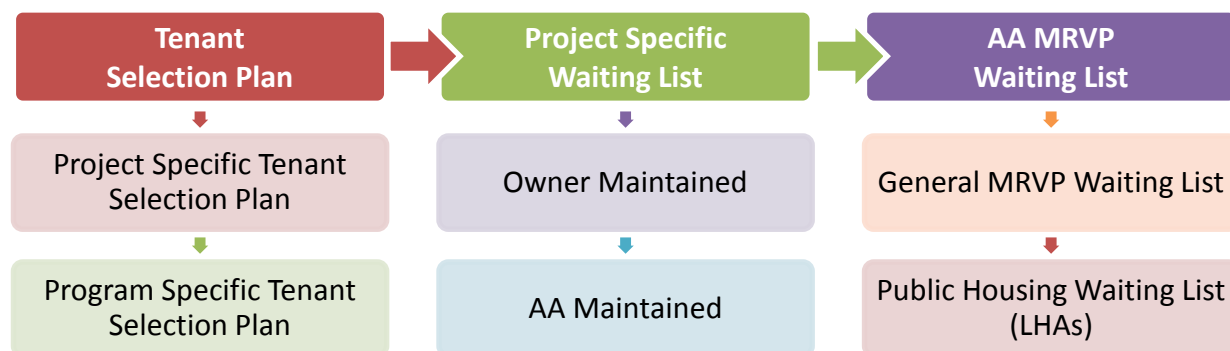
### Example 5.1: Offers to Applicants on a State-Aided Public Housing Waiting List

Satit applied for state-aided public housing at Monson Housing Authority. He was offered a Project Based MRVP Voucher, but decided not to accept the Voucher. Refusing the offer of housing shall have no effect on his waiting list placement for an offer of state-aided public housing.

## 5.3 Project Based Vouchers [760 CMR 49.04(1–2), 49.06(1), 49.08]

MRVP Project Based Vouchers are offered through a wide range of Owners, social service agencies, and government agencies. Because of this, the process for tenant selection is varied. In general, the Owner or sponsor will approve an Applicant to live in the Project Based Unit based on project specific selection criteria. The AA will then screen the Applicant for MRVP eligibility. If eligible under both sets of criteria, the Applicant will be issued an MRVP Voucher to live in a designated unit. Procedures governing tenant selection, waiting lists, and application vary by project.

Tenant selection for Project Based Vouchers is governed by the following:



### 5.3.1 Tenant Selection Plan

If the project has a DHCD-approved tenant selection plan, it shall be followed.

All supportive housing projects have unique tenant selection plans. All projects with Project Based Vouchers awarded in FY14 or after also have project specific, approved tenant selection plans.

Projects that are administered in conjunction with another government agency may be subject to tenant selection procedures mandated by that agency. For example, DMH has established tenant selection procedures that must be followed, even if the units are subsidized by MRVP Project Based Vouchers.

Certain subsidized housing programs have established tenant selection rules that apply to the entire program, although an individual project may have its own tenant selection plan reflecting these rules. These programs include:

- **Farmer's Home Administration (FmHA):** The U.S. Department of Agriculture Office of Rural Development, a federal agency created to administer non-farm financial programs for rural housing originally run by the former FmHA, has issued regulations (7 CFR 3560.154) establishing minimum requirements for tenant selection procedures in units funded under FmHA programs.
- **Low-Income Set Aside Units:** Low-income set aside units, like those funded through SHARP and RDAL, have a unique tenant selection procedure. The Owner must first market to mobile voucher holders, including Section 8 participants. This marketing effort must include sending a vacancy notice to the AA. If Owner cannot find a mobile voucher holder after a month of searching, the Owner may petition the AA to issue a Project Based Voucher. Once the AA issues a Project Based Voucher, the AA will refer the first Applicant eligible for the unit size on their waiting list. The AA may use either their MRVP waiting list, public housing waiting list (if the AA is an LHA that does not have a separate MRVP list), or maintain a waiting list specific to that project.
- **New Lease:** New Lease for Homeless Families refers eligible homeless families to Owners for selection in compliance with a DHCD-approved tenant selection plan that gives priority to New Lease-referred Applicants.

### 5.3.2 Project Specific Waiting List

Although DHCD requires that all new projects have DHCD-approved tenant selection plans, some older projects may not have a tenant selection plan, but the Owner still maintains a waiting list for that project. MRVP Participants are selected from that list for units in the project.

In the absence of a tenant selection plan for a project or an Owner maintained waiting list, AAs may create a project specific waiting list following a tenant selection period, using Standard Participant Selection Requirements, as described in Chapter 5.4. Before an AA with a general MRVP or public housing waiting list can establish a new project specific waiting list, they must notify all Applicants already on a waiting list of the new opportunity and invite them to apply. Creation of such a list is to be governed by all applicable tenant selection regulations and must have approval from DHCD.

### 5.3.3 MRVP or Public Housing Waiting List

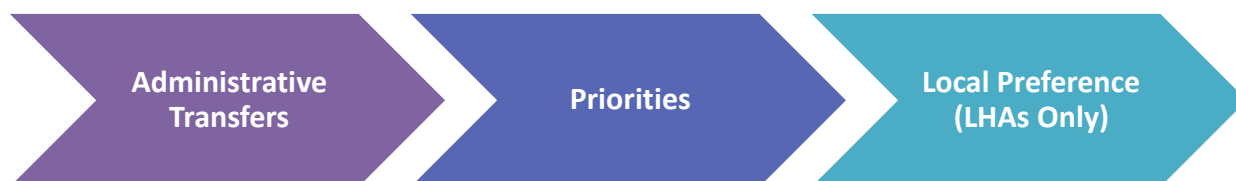
Lastly, at some projects, MRVP Project Based Participants may be selected from general MRVP or public housing waiting lists established by the applicable AA. Tenant selection follows MRVP's Standard Participant Selection Requirements.

## 5.4 Standard Participant Selection Requirements [760 CMR 49.04(1)]

MRVP regulations set forth general rules regarding the selection of Mobile and Project Based Participants, referred to in this plan as Standard Participant Selection Requirements. Unless superseded by specific program or project selection plans or DHCD issues a waiver for a special population under 760 CMR 49.04(2), the Standard Participant Selection Requirements must be followed.

No preference or priority can make an Applicant, who is not otherwise eligible for MRVP, eligible and qualified for MRVP. All decisions regarding eligibility for priorities and preferences must be made in a fair, consistent, and reasoned manner and must be verified.

Because of the infinite number of possible situations, the information below provides a framework for AA decision making regarding priorities and preferences.



### 5.4.1 Administrative Transfers

As described in Chapter 14, when an AA has determined that an administrative transfer of a Project Based Participant is warranted, the AA may issue the Household a Mobile Voucher if a suitable Project Based Unit is not available and is not expected to become available.

Administrative transferees are offered the next available state-funded housing subsidy available. Before an AA begins to review Applicants on its waiting list, it shall first review Participants on its Administrative Transfer Waiting List.

### 5.4.2 Priority Categories

The AA shall use the following priority categories, in order, in determining the order of tenant selection. Exhibit 5.2 is a Checklist of Required Verification Documents for MRVP Priority Status. Although the checklist is designed for use by the Applicant, many AAs may find it helpful. Priorities 1–4 focus on homeless Applicants, and all Applicants under those priorities must meet DHCD definition of “Homeless Applicant” under 760 CMR 49.02.

A “Homeless Applicant” is defined for MRVP purposes as an Applicant who:

- Is without a place to live or is in a living situation in which there is a significant, immediate and direct threat to the life or safety of the Applicant or a Household member which situation would be alleviated by placement in a unit of Appropriate Unit Size;
  - Households temporarily residing in a shelter are considered without a place to live.
  - Households that are doubled up, but not overcrowded based on the State Sanitary Code, are considered as having a place to live.
- Has made reasonable efforts to locate alternative housing;
- Has not caused or substantially contributed to the safety-threatening or life-threatening situation;
  - In cases of domestic violence, there is a presumption that victims did not contribute to their circumstances.
- Has pursued available ways to prevent or avoid the displacement by seeking assistance through the courts or appropriate administrative or enforcement agencies; and
- Has been or is about to be displaced from a primary residence.
  - To qualify as about to be displaced, a Household must at the very minimum have a set court date for an eviction. A notice to quit is not sufficient to show that a Household is about to be displaced.

Note that Applicants that are receiving assistance that is intended to be temporary including, but not limited to, any temporary or bridge subsidies provided with state or federal funds may be considered Homeless under MRVP. This includes Applicants receiving rental stipends through HomeBASE and RAFT and who are renting apartments with those stipends. For assistance to be considered temporary, in relation to the MRVP definition of Homeless, the assistance must be explicitly defined as “temporary” or “transitional” and only available to the Applicant for 12 months or less. Assistance that is provided for up to 12 months, but can be extended through another application process shall be considered temporary.

#### Priority 1—Homeless Due to Natural Forces

An Applicant, otherwise eligible and qualified, who has been displaced by:

- Fire not due to negligence or intentional act of Applicant or a Household member;
- Earthquake, flood, or other natural cause; or
- A disaster declared or otherwise formally recognized under disaster relief laws.

Verification may include:

- Copy of the Official Fire Report. Report must be mailed directly from the Fire Department to the AA. Report should be a true and attested copy.
- Copy of the official report from the Red Cross or Federal Emergency Management Agency (FEMA). Report must be mailed directly to the AA. Report should be attested as a true copy.

### Priority 2—Homeless Due to Displacement by Public Action (Urban Renewal)

An Applicant, otherwise eligible and qualified, who will be displaced within 90 days or has been displaced within the three years prior to application, by:

- Any low rent housing project as defined in M.B.L. C. 121B, § 1;
- A public slum clearance or urban renewal project initiated after January 1, 1947; or
- Other public improvement.

Verification may include:

- Copy of the official notification of the land/property taking and the stated purposes thereof from the public agency involved. Notifications should include the legislative authority exercised and date of displacement.
- If public action is pending, notification should be sent from the public agency directly to the AA.

### Priority 3—Homeless Due to Displacement by Public Action (Sanitary Code Violations/Condemnation)

An Applicant, otherwise eligible and qualified, who is being displaced, or has been displaced within 90 days prior to application, by enforcement of minimum standards of fitness for human habitation established by the State Sanitary Code (105 CMR 410.000) or local ordinances, provided that:

- Neither the Applicant nor a Household member has caused or substantially contributed to the cause of the enforcement proceedings;
- The Applicant has pursued available ways to remedy the situation by seeking assistance through the courts or appropriate administrative or enforcement agencies; and
- Enforcement of minimum standards of fitness must include condemnation of the unit, residence, or property.
- Displacement may be from a unit that never met the minimum standards in the State Sanitary Code, such as an illegal apartment or substandard unit.

Verification may include:

- Copy of the official order of displacement due to code enforcement. Order should be sent directly to the AA by the public health department involved. Document may be known as Declaration of Condemnation and should include the specific property involved.
- A statement of efforts taken by the Applicant to remedy the situation prior to the condemnation and subsequent to the condemnation.
- Documents that verify the action of the Applicant may be letters to the landlord, previous board of health notices, or court records.

#### Priority 4—Emergency Case under Emergency Case Plan

DHCD has an established Emergency Case Plan for MRVP, which can be found in Exhibit 5.3.

When selecting Applicants found eligible for Priority 4, the AA shall select Applicants in the order listed below: 4a, 4b, and 4c.

The Emergency Case Plan sets out circumstances under which the AA shall grant emergency case status to Homeless Applicants. The Emergency Case Plan reflects the needs of persons who are:

- 4a) Homeless and facing a significant immediate and direct threat to the life or safety of an Applicant;
- 4b) In an abusive situation; or
- 4c) Encountering severe medical emergencies.

The Emergency Case Plan shall be posted at all times in the AA administrative office where applications are received and shall be a public document. Any granting of or denial of emergency case status shall be made only after verification of circumstances warranting emergency case status. AA's must verify severe medical emergency status with the applicant's physician using DHCD's Physician's Verification of Severe Medical Emergency (*Exhibit 5.4*) form or other verification form subject to approval by DHCD. Non-receipt of requested documentation, without good cause established by Applicant, shall be cause for determining the Applicant unqualified.

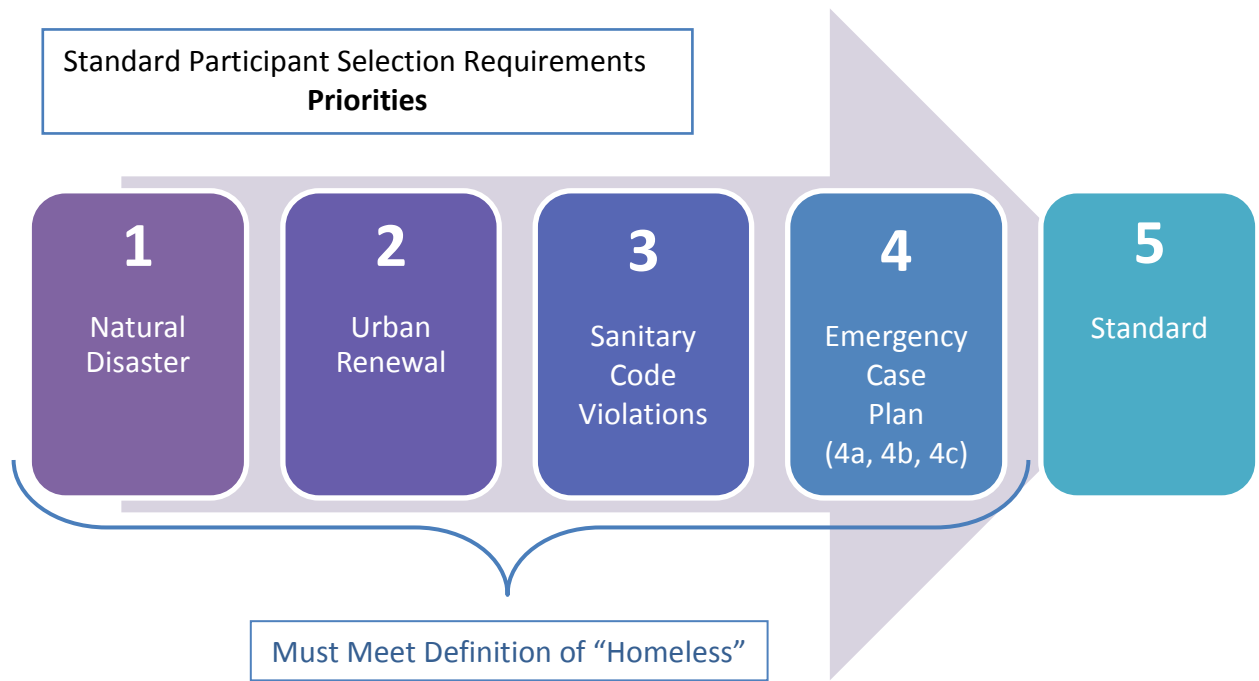
When determining eligibility under these Priorities 1–4, it is important to consider the following:

- Homeless status, as determined by EA, HomeBASE, or another program, does not necessarily mean that an Applicant will be considered homeless under MRVP.
- The event that caused a Household to be initially homeless is of critical importance for determining eligibility for Priorities 1–3 and specifically for Priority 4a.
- It is important that an Applicant has been continually homeless since the qualifying event that resulted in homelessness.
- Displacement must be from a dwelling unit verified as the Applicant's primary residence. This can be verified through rent receipts, copy of a lease or rental agreement, or a utility bill.
- Homelessness must not have been caused by the Applicant and must not be the fault of the Applicant.
- Homelessness due to eviction for non-payment of rent *may* be considered to not be the fault of the Applicant if all of the following are true:
  - The Applicant had sufficient income to pay the rent when the unit was originally leased;
  - The event that resulted in the loss of Household income must not have been the fault of the Applicant; and

- Examples of no fault events include, but are not limited to, death of Household member, illness or injury of a Household member, or loss of job for which the Applicant was not at fault.
- Examples of events for which the Household is at fault include, but are not limited to, incarceration (only if the incarcerated Household member is still a member of the Household), reduction of benefits due to fraud, non-compliance, or at-fault termination, or the loss of a job due to Applicant conduct.
  - The Household was paying at least 50% of their reduced income in rent.
- There is no minimum or maximum time limits on homelessness, except for the Priority 2 and Priority 3.
- Regardless of length of homelessness, the qualifying event that resulted in homelessness must be verified.
- The qualifying event can have taken place at any time or location, except for the Priority 2 and Priority 3.
  - For example, for Priority 1, the event that initially caused homelessness could be the tornados in Springfield in 2011.
- The verification examples provided above are examples of ideal verification. It is not always possible for a homeless Household to provide ideal verification. AAs must consider each Household's unique situation and apply verification standards in a fair, consistent, and reasoned manner.

#### Priority 5—Standard Applicant

Any Applicant who does not fit within any of the previous four priority categories.





### 5.4.3 Local Resident Preference (LHAs Only)

For LHAs only, a Local Resident preference shall be applied within each priority category when determining the order of tenant selection. A Local Resident is defined as a person or Household:

- Who has a principal residence in the city or town at the time of application to an LHA in the city or town and at the time of final determination of eligibility and qualification;
- Who is employed or has a verified offer of employment in the city or town at the time of application to an LHA in the city or town and at the time of final determination of eligibility and qualification; or
- Who has a child who attends school in the city or town at the time of application to an LHA in the city or town and at the time of final determination of eligibility and qualification.

When determining local preference, it is important to note:

- Temporary residence with relatives, friends, or in a shelter in the city or town is not sufficient unless the person's last residence and domicile was in the city or town.
- In the case of an Applicant determined by the LHA to be homeless, the Applicant may select one community for local preference, either the community from which they were displaced through no fault of their own, or the community in which they are temporarily housed.

### 5.4.4 Denial of a Priority or Preference [760 CMR 49.04(4)(b), (6)]

Procedures for denying eligibility for MRVP or denial of a priority or preference status follow procedures for Denial of Eligibility (*See Chapter 4.5*).

## 5.5 Offers of Housing [760 CMR 49.04(5), 49.06(1), 49.07(1)]

If an Applicant is found eligible and offered housing assistance under MRVP, either with a Mobile or Project Based Voucher, and refuses the housing assistance without good cause, the Applicant's name shall be removed from the waiting list, unless the LHA is using a general waiting list for all state-aided housing. The Applicant may reapply if the waiting list is open.

## Chapter 6: Issuance Briefing and the MRVP Voucher

Once an Applicant has been determined eligible, the AA shall issue the Applicant an MRVP Voucher, making them a Participant. Although the Voucher is signed at the Voucher issuance briefing, it does not obligate the AA to make Voucher Payment on the Participant's behalf until the AA has entered into a Voucher Payment Contract with the Owner of a Suitable Unit and the Participant has a valid Lease for the Contract Unit.

If the Applicant has been issued a Mobile Voucher, they are responsible for finding a Suitable Unit. Project Based Applicants are usually issued the MRVP Voucher only when signing a Lease, because the Voucher is issued for a specific Project Based Unit, which the AA has already determined to be a Suitable Unit. Once a Voucher Payment Contract is signed and a Participant has moved into the unit with a valid Lease, the AA shall begin to make Voucher Payments on the Participant's behalf.

Because a Participant is obligated to follow all conditions stipulated in the Voucher and is bound by all terms of the Voucher as soon as it is signed by the Participant and AA, it is important that the Participant understands these conditions. A Voucher issuance briefing is a key opportunity for the AA to explain the terms and conditions of the Voucher and also allows Participants to ask questions about MRVP and, if a Mobile Participant, the leasing process.

### 6.1 Issuance Briefing [760 CMR 49.06(1), 49.07(1)]

Once an Applicant is determined eligible for MRVP, the AA shall invite the Applicant to its office to attend a Voucher issuance briefing as soon as a Voucher is available. Voucher issuance briefings shall take place in person, unless the Applicant demonstrates a need for a reasonable accommodation, and must be conducted by a staff member of the AA. AAs shall make a reasonable effort to work with projects and Applicants by conducting off-site issuance briefings as necessary. The Voucher must be signed by both the Participant and an authorized representative of the AA.

Issuance briefings can be done individually or in groups. All Household members over the age of 18 must be present at the issuance briefing, unless they are in school or have a valid reason for not attending. The Head of Household must attend the issuance briefing and cannot send a representative in their place, including a spouse. An Applicant may bring someone with them to a briefing if they wish.

All information presented at an issuance briefing shall be explained to the Participant in detail. The Participant shall be given copies of all information and forms. Any forms that require signature shall be thoroughly explained. Information shall be presented in a standard format across all issuance briefings. For LEP persons, the AA shall follow the guidelines in Chapter 3.3

of this plan and their own Language Access Plan. The English version of all forms is the official version and must be signed and included in the Participant's file.

At a Voucher issuance briefing, the Participant must receive the following documents from the AA:

- Voucher;
- Fair Housing Fact Sheet (*See Chapter 3.2.3*);
- VAWA Information (*See Chapter 18.5*);
- Tenant Obligations (Optional; *See Chapter 6.2.4*);
- Lease Addendum (*Form 10.1*);
- Request for Program Payment (Mobile; *Form 9.3*);
- MRVP Mobile Voucher Maximum Rents (Mobile; *Exhibit 9.1*); and
- Contact information for relevant AA employee(s).

DHCD encourages all AAs to view issuance briefings as an opportunity to present new Participants with resources and supports. Housing search is a big concern for Mobile Participants, so the AA should present information on Housing Consumer Education Centers (HCEC), MetroList or similar local resources, MassAccess, and other resources to find housing. Issuance briefings are also a great time to present information on fair housing and VAWA. Many communities have agencies (including AAs and HCECs) that offer programs in financial literacy, budgeting, income maximization, and filing income taxes. MassLEAP and other programs are available to help Participants pursue educational and career goals. There are also programs to help families with parenting help, childcare, and obtaining special items for children, like coats, school supplies, and holiday presents. While presenting so much information may be overwhelming, it at least lets Participants know that there is additional help if they need it, gives them resources to refer back to later, and can encourage them to ask for help if necessary in the future.

#### 6.1.1 Failure to Attend

An Applicant shall be given at least 7 calendar days' written notice before a Voucher issuance briefing. If an Applicant fails to appear at a Voucher issuance briefing without prior notice (except in the case of an emergency), they shall be given one more opportunity to attend a Voucher issuance briefing. If the Applicant fails to attend two Voucher issuance briefings without prior notice (except in the case of an emergency), they shall be found ineligible for MRVP and their name removed from the waiting list. The AA shall send them an appropriate notice and follow all other Denial of Eligibility Procedures (*see Chapter 4.5*).

### 6.2 The Voucher [760 CMR 49.09(4); Forms 6.1–2]

The Voucher is a contract between the Participant and the AA. It must be signed by the Participant and a representative of the AA to be valid. There are differences between the Mobile Voucher (*Form 6.1*) and Project Based Voucher (*Form 6.2*), so it is important that the

appropriate one is used. The Voucher can be shown to potential property Owners to prove that the Participant is eligible for MRVP and to outline the program structure.

Once the Voucher is signed, it is a binding contract and both parties shall adhere to it. If the Participant fails to adhere to the Voucher stipulations, even before officially leasing a unit, the Voucher may be rescinded and the Participant terminated from MRVP (*See Chapter 17*).

At the Voucher issuance briefing, the AA shall have the Voucher prepared for the Participant. The Voucher shall list the AA and the Participant and any other Household members. Only those Household members found eligible for MRVP shall be listed on the Voucher. The date issued is the date the Voucher is signed by and given to the Participant.

The following components are necessary for Mobile Vouchers:

- Date of Issuance;
- Expiration date (*See Chapter 6.4*);
- The Household's approved bedroom size.

Because Project Based Vouchers are issued simultaneously with the Lease signing for Project Based Units, the Project Based Voucher also lists the address of the unit, as well as the date of issuance.

#### 6.2.1 MRVP Description

The Mobile and Project Based Vouchers each describe the process to Lease a unit and any restrictions on relocations. The percentage of income counted towards the Tenant Rent Share is also described (*See Chapter 7.3–4*).

#### 6.2.2 AA Approval of the Unit

The Voucher outlines what requirements must be met before an AA can approve a unit as a Suitable Unit. These requirements are the same for both Mobile and Project Based Vouchers. See Chapter 9 for further description.

#### 6.2.3 Massachusetts Rental Voucher

The Voucher describes important elements of MRVP for Participants, including the following:

- The AA is not obligated to approve any particular unit and has the sole discretion to deem a unit unsuitable.
- Issuing the Voucher does not give the Participant any right to participate in MRVP.
- Mobile—The Voucher is mobile and can be used in any municipality in the state. If the Participant relocates within Massachusetts, but out of the AA's jurisdiction, the Voucher may be re-issued by the appropriate AA (*See Chapter 9.5*). Moving to another jurisdiction may increase or decrease the MRVP Mobile Voucher Maximum Rent.

- If the Voucher is transferred to another AA, the new AA and Participant are still bound by all obligations of the Voucher.
- Voucher Payments are subject to appropriation by the Legislature. DHCD also has the right to require each AA to take steps to align Voucher expenditures with available fund based on appropriation. The AA may terminate the Household's participation in MRVP if it does not have enough funds to make Voucher Payments on behalf of the Household. The steps could include, without limitation, requiring AAs to terminate Vouchers, change eligibility requirements to correspond to changes in MRVP Budget Line Item language, DHCD regulations or policies, to change the MRVP Mobile Voucher Maximum Rent and/or Voucher Payment amount, or make any other program changes.

#### 6.2.4 Obligations of the Participant

The following lists all of the obligations of the Participant. A Participant may be terminated from MRVP for failing to meet their obligations. These obligations make the Participant responsible for the actions of the entire Household. The AA must explain the Participant obligations to the Participant in plain language. For LEP persons, the AA shall follow the guidelines in Chapter 3.3 of this plan and their own Language Access Plan. The AA must be reasonably certain that all Participants understand their obligations.

The AA may, at its discretion, create a complementary document for the Participant to sign that also outlines their obligations. Fundamental changes to Participant obligations may not be made, and DHCD reserves the right to approve such document.

The Participant must at a minimum:

- Report any changes in Household income or Household composition to the AA within 30 days of the change.
  - An addition of a Household member, other than through birth, adoption, or court ordered custody, must have prior approval of the AA.
- Supply any certification, release, information, or documentation which the AA or DHCD deems necessary for the administration of MRVP, including documents for:
  - Annual recertification;
  - Interim reexamination, when necessary;
  - Verification of Household income, including past income; and
  - Verification of Household composition.
- Take all steps necessary to ensure that the unit continues to comply with Article II of the State Sanitary Code and other local health ordinances, including:
  - Keeping the Contract Unit decent, safe, and sanitary;
  - Not damaging the unit beyond reasonable wear and tear;
  - Notifying the Owner when the unit is in need of repair or is no longer decent, safe, or sanitary; and
  - Notifying the local Board of Health and AA if the Owner fails to respond to tenant notifications regarding the condition of the unit.

- Comply with all Lease terms.
- Pay the Tenant Rent Share of the rent to the Owner in accordance to Lease provisions.
- Receive permission from the AA prior to terminating the Lease for cause. Cause may include:
  - Housing safety violations under Article II of the State Sanitary Code;
  - Reasonable accommodation due to a Household member's disability;
  - Domestic violence, which does NOT require AA permission; and
  - Other reasons as allowed by a court of law.
- Subsequently give the Owner and AA written notice at least one full calendar month prior to terminating the Lease for cause. Notice is NOT required in cases of domestic violence. (*See Chapter 13.1.3 for a discussion of all notice requirements, including those for domestic violence situations*).
- Give the Owner and AA written notice at least two full calendar months prior to not renewing the Lease at the Lease renewal date.
- Use the Contract Unit as the sole residence of the Participant and the Participant's Household for which the unit size was determined.
- Use the Contract Unit as the Participant's sole residence.
- Ensure that only the Household members listed by the AA as authorized to reside in the Contract Unit are the occupants.
- Pay all amounts for damages, fees, and charges legally due under the terms of the Lease in connection with occupancy of the Contract Unit, except for the amount of the Voucher Payment.
  - The Participant is responsible for any damages caused by any member of the Household or any Household member's Guest, in accordance with the Lease.
- Grant the AA or DHCD access to the Contract Unit for the purpose of performing audit inspections.

The Participant must not:

- Threaten or engage in abusive behavior towards any AA employee.
- Own or have any financial interest in the Contract Unit occupied under MRVP.
  - The Owner of the Contract Unit cannot be the spouse of the Participant or any other Household member, even if separated.
  - While the Participant, or any other Household member, cannot own or have any interest in the Contract Unit, the Owner of the Contract Unit may be another immediate family member of the Participant or another Household member, excluding a spouse.
- Be absent from the Contract Unit, with all other Household member, for more than 30 days consecutively or collectively (in any 12 month period) or the Contract Unit will be considered abandoned.
- Allow a Guest to stay in the Contract Unit for more than 30 days consecutively or collectively (in any 12 month period).
  - Any Guest who stays longer than 30 days consecutively or collectively (in any 12 month period) must be added to the Household (*See Chapter 16.3*).

- A Guest must have the consent of a Household member to stay in the unit.
- The Head of Household may request that the AA approve a longer stay for a Guest, if they can show good cause for the request, but must make the request before the initial 30 day (or longer, if approved) time period is up. If the time period is up, the AA shall deny the request, unless there are extenuating circumstances.
- Children who are subject to a joint custody arrangement or for whom a Household member has visitation privileges that are not included as a Household member because they live outside of the unit more than 50 percent of the time are not subject to time limitations of a Guest, but also do not receive a bedroom.
- An Owner may have additional limitations on Guests that the Participant must follow.
- An AA approval does not bind the Owner, if the Lease requires Owner approval of a Guest or imposes a shorter time limit on any one Guest sleeping in the Contract Unit.
- Commit any fraud or knowingly make any false statements in connection with MRVP (*See Chapter 17.1 for a further discussion of fraud*).
- Receive a duplicative housing assistance subsidy under MRVP or any other rental assistance program. Duplicative assistance is assistance that pays part of the Contract Rent or Tenant Rent Share for the same unit as the MRVP Voucher.
  - Section 8 rental assistance, Shelter Plus Care rental assistance, or any other program that pays all or part of the Household's rent or determines the Household's rent share based on income is duplicative assistance.
  - Payment of rent arrearages by RAFT or similar programs providing short-term financial assistance to Households who are homeless or at risk of becoming homeless is not duplicative assistance.
  - The use of HomeBASE Household Assistance to pay all or part of the amount that would otherwise be due from the Household to the Owner as rent is considered duplicative assistance. However, the use of HomeBASE Household Assistance or other similar programs used for moving expenses, security deposits, furniture, or household appliances is not duplicative assistance.
  - Fuel assistance is not duplicative assistance.
  - Relocation payments are not duplicative assistance.
- Pay a rental amount other than that amount agreed to and specified in the executed Lease or subsequent changes.
- Be convicted of violent criminal activity or other criminal acts which interfere with the health, safety, security, or peaceful enjoyment of other tenants or have adversely affected the physical environment of the other tenants, including drug-related crimes (*See Chapter 4.3*).
  - Examples include conviction of possession, distribution and/or use of sale of narcotic drugs, rape, assault, or breaking and entering
- Be evicted by the Owner for cause or breach of the Lease.





### Example 6.1: Marijuana Use

Bobbie moves into a Contract Unit with a Mobile MRVP Voucher. Bobbie frequently uses marijuana recreationally by smoking it. The Owner of her Contract Unit sends Bobbie a Notice to Quit smoking marijuana because the property is a non-smoking property and there is a no smoking addendum attached to her Lease.

The Owner also sends a copy of the Notice to Quit to the AA. The AA sends Bobbie a warning letter for being in violation of her lease due to her smoking, not her marijuana use. Marijuana is not a controlled substance, and it is not illegal to use it.

Bobbie switches to marijuana edibles. She is no longer in violation of the no smoking addendum attached to her lease. She is also no longer in violation of her MRVP Voucher, which states that she must in compliance with all provisions of her Lease.

However, upon Lease renewal, the Owner of Bobbie's Contract Unit amends the Lease to ban the cultivation of marijuana. Bobbie agrees to the amendment. Even though marijuana is not a controlled substance, Owners may ban the cultivation of it in their properties. Bobbie abandons her plans to grow marijuana in her apartment.

#### 6.2.5 Obligations of the AA

Just as the Participant has obligations, so too does the housing agency. The AA must, at a minimum:

- **Mobile Vouchers Only:**
  - Determine that the Participant has selected a Suitable Unit at the total rent that is reasonable for the unit size and location, and does not exceed the DHCD-approved rent level.
  - Reissue a Voucher to an eligible Participant in good standing who chooses to relocate to another unit without any violation of the terms of the current Lease.
- **All Vouchers:**
  - Make monthly Voucher Payments to the Owner on behalf of the Participant. The monthly amount is determined by the AA.
  - Withhold Voucher Payments to the Owner if the Owner fails to comply with the Voucher Payment Contract.
  - Terminate Voucher Payments to the Owner when the Participant vacates the Contract Unit, becomes ineligible for program participation, or is terminated from the program.
  - Terminate Voucher Payments if the Owner fails to repair a Contract Unit in compliance with the terms set out of by the local Board of Health or as necessary to make the Contract Unit decent, safe, and sanitary, in compliance with State Sanitary Code.



#### 6.2.6 Grounds for Termination of Rental Assistance and Program Participation

Specific grounds for termination are outlined in the Voucher (*See Chapter 17*). In particular, the AA may terminate Voucher Payments which are being made on behalf of the Participant and terminate the Participant's participation in MRVP if:

- The Participant violates any of the Obligations of the Participant, listed in the Voucher;
- The Participant has failed to honor repayment agreements to an AA; or
- The Participant has committed fraud or made false statements in connection with the MRVP, the AA may terminate Voucher Payments and MRVP participation.

If the Participant is terminated from MRVP for violating the terms of the Voucher, the Participant and members of the Participant's Household shall be ineligible for future MRVP participation for a period of three (3) years. If a Participant that has been terminated from MRVP for violating the terms of the Voucher is subsequently issued another MRVP Voucher and is terminated from MRVP for violating the terms of the Voucher a second time, the Participant and members of the Participant's Household shall be ineligible for future MRVP participation indefinitely, with certain limited exceptions for some individual members of the Household (*See Chapter 4.2*).

#### 6.2.7 Expiration of Project Based Voucher

This section only applies to Project Based Vouchers. The Project Based Voucher is only valid for as long as:

- The Participant remains an eligible program Participant;
- The Participant is the legal occupant of the Contract Unit, as referenced in the header of the Voucher; and
- There is a valid Voucher Payment Contract in place for the unit.

#### 6.2.8 Income Verification Authorization by Participant

The Voucher language reiterates the AA's right to verify income information, including through the use of Wage Match, and possible consequences if the income information provided is not accurate.

Note that AAs are still required to have Applicants and Participants sign a waiver expressly allowing the AA to verify income, expenses, and any other information relevant to program administration (*See Chapter 4.2*).

#### 6.2.9 Signature Block

The Voucher is issued pursuant to the MRVP and is subject to all applicable program regulations and other applicable program requirements.

The Voucher must be signed by a representative of the AA, dated, and the representative's phone number provided. The English version of the Voucher is the official version and accordingly is the one that must be signed by both parties, even if a copy of the Voucher is provided in another language. The Participant must also sign the Voucher under the pains and penalties of perjury and date it. A copy must be provided to the Participant.

### **6.3 Determining Voucher Size [760 CMR 49.02]**

Critical to Voucher issuance is determining Voucher Size (also referred to as Appropriate Unit Size). The Voucher Size is based on the number of bedrooms in a unit. The Voucher Size assumes that certain Household members will share a bedroom, subject to certain exceptions described below. The Household still has the ability to configure the sleeping arrangements of their Household in the manner of their choosing, provided it does not violate the State Sanitary Code. Household members are limited to those Household members the AA has approved to reside in the unit. Unborn children are included in the Household size when determining Voucher Size.

A unit is the appropriate size for a Household if the unit meets all of the following criteria:

- A Household member does not have to share a bedroom if a consequence of sharing is or would be a severe adverse impact on their mental or physical health and if the AA receives reliable medical documentation as to such impact of sharing;
- A Household may request an additional bedroom as a reasonable accommodation for a disability;
- An approved Personal Care Attendant receives their own bedroom. Only one bedroom may be granted for PCAs per Household;
- Household members of the opposite sex shall not share a bedroom, except:
  - Household members in a partnered, romantic relationship shall share a bedroom, regardless of sex; and
  - Two children under the age of eight (8) shall share a bedroom, regardless of sex.
- Household members of the same sex shall share a bedroom, except:
  - A Household member, aged 21 or over, may elect not to share a bedroom with their child, grandchild or legal ward.
- Each bedroom shall contain at least 50 square feet of floor space for each occupant and a minimum of 70 square feet and shall meet all other requirement of the State Sanitary Code for a room occupied for sleeping purposes; and
- No bedroom shall be shared by more persons than the number permissible under the State Sanitary Code.



### Example 6.2: Determining Voucher Size

Hema's household is given a three bedroom Voucher.

Name	Relationship	Sex	Age	Bedroom
Hema	Self	F	33	1
Cyrus	Husband	M	31	1
Tom	Son	M	4	2
Bonnie	Daughter	F	7	2
Bertha	Mother	F	55	3
Kelly	Cousin	F	26	3

Yesenia's household is given a four bedroom Voucher.

Name	Relationship	Sex	Age	Bedroom
Yesenia	Self	F	38	1
Jose	Son	M	17	2
Francis	Son	M	n/a	2
Chantal	Daughter	F	19	3
Ayana	Granddaughter	F	1	3
Ruth	Mother	F	64	4

#### 6.3.1 Over-Housed Households

Over-Housed Households are Households that are living in a unit that is larger than the Voucher Size. A Project Based Participant may not be over-housed at the time of initial leasing (although 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.

#### 6.3.2 Under-Housed Households

Under-housed Households are Households that are living in a unit that is smaller than the Voucher Size. 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.

#### 6.3.3 Overcrowded Households

An overcrowded Household is a Household that has too many people living in it based on square footage and characteristics of the unit, as defined in the State Sanitary Code, as shown below for units with at least one bedroom (single room units are calculated differently). 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 (*See Chapter 14*).

Households may never be overcrowded at the time of initial leasing. The AA may reject a request to add additional Household members other than through birth, adoption, or court ordered custody if the additional members will cause the Household to be overcrowded. If a Household becomes overcrowded due to birth, adoption, or court ordered custody, the AA shall work with the Household to relocate them as soon as possible.

Number of Occupants	Minimum Required Total Square Feet of Unit	Minimum Required Total Square Feet of a Bedroom
1	150	70
2	250	Varies based on number of bedrooms and sleeping arrangements; see Chapter 9.2
3	350	
4	450	
6	550	
7	650	
8	750	
9	850	
10	950	

## 6.4 Mobile Voucher Term [760 CMR 49.02, 49.07(2)]

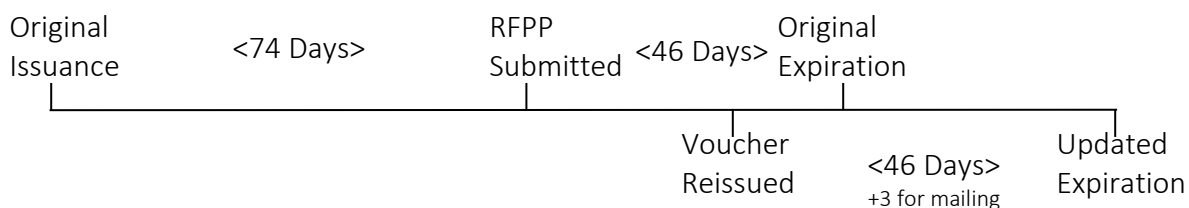
### 6.4.1 Mobile Voucher Search Period

A Mobile Voucher must be issued for exactly 120 calendar days, counting weekends and holidays. The date of expiration may be a weekend or holiday. The Participant must submit a Request for Program Payment (RFPP) (*Form 9.3*) to the AA within that time frame. Once an RFPP is received, the AA will immediately stop the Voucher's "clock," meaning the time left on the Voucher (*See Chapter 9.4.1*). If an RFPP does not lead to a successful leasing and signing of a Voucher Payment Contract, the Voucher may be amended to extend the expiration date based on the number of the days left on the Voucher when the RFPP was received by the AA. The new expiration date is calculated from the date the unit is verified as not being suitable plus three days for mailing (if Voucher is mailed). The updated Voucher shall be signed by the Participant and the AA.



#### Example 6.3: Mobile Voucher Term

Rocco is issued a Voucher on August 1, 2014 with an expiration date of November 29, 2014. On October 15, 2014 Rocco drops off an RFPP at the AA office. He has 46 days left on his Voucher. On Friday, November 7, 2014, the AA determines that the unit listed on the RFPP will not be suitable. The AA extends Rocco's Voucher expiration date to December 26, 2014 and mails it to him. December 26, 2014 is 49 days past November 7 (the 46 days left on the Voucher at the time Rocco drops off the RFPP, plus 3 days for mailing).



#### 6.4.2 Mobile Voucher Extensions

Voucher extensions are limited to two 30 day extensions.

The AA may grant one 30 day Voucher extension at the request of the Participant if cause exists. Cause may include when a Participant has searched diligently for an apartment, but has been unable to locate a Suitable Unit. Cause shall be documented, if appropriate, such as with housing search logs. The AA does not need DHCD approval to grant this 30-day extension.

DHCD may, with verification of hardship, grant one additional 30 day extension. Requests for the additional extension must be submitted to DHCD by the AA with supporting documentation, such as housing search logs or case manager letters explaining the particular circumstances leading to the Participant's difficulty in finding housing. Extensions are not guaranteed.

Neither DHCD nor the AA shall grant any additional extensions, other than in response to a request for a reasonable accommodation (see below). All requests for extension should ideally be submitted before the Voucher expires. Regardless of when the extension is requested, extensions begin on the Voucher expiration date.

The Voucher extensions more than 60 days from the original Voucher expiration date may be made as part of a request for reasonable accommodation. AAs will process these requests, as they do with all requests for reasonable accommodations.

#### 6.4.3 Mobile Voucher Expiration [760 CMR 49.07(5)]

If, after one hundred and twenty days (120), a Participant has not submitted either an RFPP or a request for extension to the AA, the Voucher shall expire (except to the extent an extension may be required as part of a reasonable accommodation. If a Voucher expires, the Participant is not entitled to any further benefits of MRVP. Expirations cannot be appealed, and the Participant may not file a Grievance. The AA shall alert the Participant thirty (30) days before the Voucher is set to expire, explain how the Participant may request an extension, and that the Participant will not be entitled to any MRVP benefits if the Voucher expires without being extended. The AA shall alert the Participant once the Voucher has expired.



#### *Example 6.4: Mobile Voucher Extensions*

Hao receives an MRVP Mobile Voucher with an expiration date of April 15, 2016. On April 22, 2016 he requests a 30 day extension from the AA that issued him the Voucher. It is approved and his updated Voucher expiration date is May 18, 2016 (3 days added for mailing).

Hao continues to search for an apartment and submits an RFPP on June 22, 2016, more than 60 days after Hao's original Voucher expiration date. The AA requests an extension from DHCD to be able to process the RFPP, but DHCD denies the extension. Because the maximum extension that DHCD may grant is limited to 30 days after the end of the initial AA-approved extension, DHCD cannot grant an extension beyond June 20, 2016 (3 days added to mail each extension to Hao).

Hao then requests an additional extension from the AA as part of a reasonable accommodation request. Hao is disabled and, due to his disability, requires an apartment with no stairs and a walk-in shower. Because of Hao's disability, it took him additional time to find an appropriate unit. Upon receiving verification of the disability and the need for an accessible unit to accommodate the disability, the AA grants the extension and processes the RFPP for Hao's unit.

### **6.5 Project Based Voucher Term [760 CMR 49.06(5)]**

A Project Based Voucher remains in effect as long as the Participant occupies the Project Based Unit to which the Voucher is attached and remains an eligible Participant in MRVP. When the Participant chooses or is required to move from the Project Based Unit, the Voucher will automatically terminate and the Participant will not be entitled to any further MRVP benefits.

### **6.6 Voucher Suspensions**

Both Mobile and Project Based Vouchers may be suspended for up to one year (12 months) if the entire Household is unable to search for or occupy a Contract Unit. Vouchers must be suspended for a specific time period and suspensions cannot be open ended. While a Voucher is suspended, the AA shall not make any Voucher Payments to an Owner or process an RFPP on behalf of the Participant.

AAs may suspend Vouchers at the request of the Head of Household without requesting permission from DHCD. The reasons for the suspension and the anticipated end date must be verified. This end date may be revised, as necessary, so long as the total suspension time does not exceed one year. Possible reasons for Voucher suspension may include, but are not limited to:

- Hospitalization;
- In-patient treatment, including for substance abuse; and

- Emergency that requires temporary relocation.

Vouchers may not be suspended due to incarceration, although they may be suspended if a Participant is arrested but is unable to pay bail, depending on the situation.

A Participant with a suspended Voucher does not need to be found eligible for MRVP prior to being reissued the Voucher. The AA shall, however, recertify the Household's composition and income prior to reissuing the Voucher. Any additional Household members require approval. If the Participant is over-income when the Voucher is reissued to them, the Voucher shall still be reissued, but the Household will receive a termination notice for being over-income (*See Chapter 17.5*)

#### 6.6.1 Mobile Voucher Suspensions

A Mobile Voucher may be suspended if:

- The entire Household is unable to occupy the Contract Unit for more than 30 days (without prior AA approval); and
- The Participant or Participant is unable to look for housing for a set time period.

A suspended Mobile Voucher may not be reissued to an Applicant.

Tenancy must first be terminated by an Owner or Participant (*See Chapter 13.1*), and the Participant must have a Mobile Voucher issued to them before the Mobile Voucher may be suspended. If the Participant does not vacate the Contract Unit prior to Voucher suspension, the Participant may be liable for the entire Contract Rent.



#### *Example 6.5: Mobile Voucher Suspension*

Felisha, the only member of her Household, is in an accident on June 14 and the doctors expect her to spend seven months in the hospital and a rehabilitation clinic before she can return home. On June 20 the AA approves Felisha's request to terminate her Lease for cause and she gives her Owner notice. The AA does not make a Voucher Payment to the Owner for July. The AA suspends Felisha's Voucher for seven months.

Six and a half months later, Felisha lets the AA know that she is well enough to begin looking for housing. The AA re-issues Felisha the Voucher after recertifying Felisha's Household composition and income.

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Ali would like to travel to Guam with his wife and two children, his entire Household, for twelve weeks to celebrate various events and holidays with his extended family that live there. The AA denies his request to suspend his Voucher because the planned trip is not due to an emergency. If he takes the trip as planned with his family, even if he continues to pay his Tenant Rent Share, the AA shall terminate his MRVP Voucher for abandoning his unit.

### 6.6.2 Project Based Voucher Suspensions

A Project Based Voucher may be suspended if the entire Household is unable to occupy the Contract Unit for more than 30 days. The Lease must also be properly terminated.

Based on the individual characteristics of the project and the anticipated time frame of the suspension, the AA may choose to issue the Project Based Voucher to another Applicant. If a unit is not immediately available when the suspension is up, then the Participant shall be issued the next available Project Based Voucher at the development.



#### *Example 6.6: Project Based Voucher Suspension*

Gordon lives alone in a Project Based SRO unit. He requires inpatient treatment for substance abuse that is expected to last 90 days. The AA suspends his Voucher on October 22 when he enters treatment.

The project where Gordon lives has 30 SRO units. One or two units become vacant every month. Based on the project's high turnover rate and relatively large number of units, the AA re-issues Gordon's Project Based Voucher while he is in treatment. When he is released from treatment, Gordon will be issued the next available Project Based Voucher at that development.



## Chapter 7: Income and Voucher Payments

Although the amount of the Voucher Payment is calculated different ways for Project Based and Mobile Vouchers, the rules regarding calculating a Household's income are the same. Two concepts are important: the Household's gross income (total income from all sources, other than the amounts that, under MRVP regulations, are excluded from income) and net income (income after all MRVP deductions are applied). Some sources or amounts of income may be excluded from gross income. Deductions are applied to gross income in determining net income.

Net income is used for determining both MRVP eligibility and Tenant Rent Share. Net income, when used within MRVP, refers to net income as determined by MRVP regulations and should not be confused with the term "net income," such as on pay stubs or in calculating income taxes. This chapter will outline what is counted in gross income, what deductions may be applied to determine net income, and how net income is used to determine the Voucher Payment, in the context of MRVP.

### 7.1 Gross Income [760 CMR 49.05(5)(a–c)]

A Household's gross income is the anticipated income over 12 months from all Household members from all sources, unless specifically excluded under the MRVP regulations.

The following chart outlines what income is excluded or included from specific Household members in determining the Household's gross income.

Disabled, Unemployable Veteran*	<ul style="list-style-type: none"> <li>Any benefits paid by the VA over \$1,800 per month are excluded.</li> <li>Veteran must have a service related disability.</li> </ul>
Personal Care Attendant	<ul style="list-style-type: none"> <li>All income, assets, and expenses excluded.</li> <li>Must meet MRVP definition of Personal Care Attendant.</li> </ul>
Full-time Student	<ul style="list-style-type: none"> <li>All earned income from employment excluded.</li> <li>Must meet MRVP definition of Full-time Student.</li> </ul>
Household Member Age 18, 19, & 20	<ul style="list-style-type: none"> <li>Not a Full-time Student or Head of Household.</li> <li><u>Half</u> of all earned income from employment excluded.</li> </ul>
Minor Under Age 18	<ul style="list-style-type: none"> <li>All earned income from employment excluded.</li> <li>All other income included, unless specifically excluded under MRVP regulations.</li> </ul>
Foster children and/or adults	<ul style="list-style-type: none"> <li>All income from all sources is <u>included</u>, unless specifically excluded under MRVP regulations.</li> <li>Support payments for care of foster child/adult <u>included</u>.</li> </ul>
Temporarily Absent Family Members	<ul style="list-style-type: none"> <li>All income included, unless specifically excluded under MRVP regulations.</li> </ul>
Any Other Adult Household Member	<ul style="list-style-type: none"> <li>All income included, unless specifically excluded under MRVP regulations.</li> </ul>

\* See Section 7.1.3 and 760 CMR 49.05(5)(c)(15) for further information.

#### 7.1.1 Anticipating Annual Income

A Household's gross income is the income the Household is anticipated to receive over the next 12 months following admission or redetermination of the Household's income. Recent past income shall be used to anticipate annual income over the coming year, unless:

- The income changes frequently;
  - For income that fluctuates, averages over a longer period of time may be used to calculate anticipated annual income;
- An income change is predicted and verified; or
- The income is seasonal in nature. Seasonal income shall be annualized to calculate anticipated annual income. The AA shall thoroughly explain this process to the

Participant because the Tenant Rent Share will not be lowered when Participant is not working.



#### Example 7.1: Anticipating Seasonal Income

Alvina works for the local school district in the lunchroom. She is paid weekly and her gross weekly pay is \$300. She does not work during the summer or school vacations and does not receive unemployment during those times. In total she works 38 weeks per year. Her anticipated annual income is \$11,400 (\$300 x 38 weeks). \$11,400 should be used when determining her eligibility and calculating her Tenant Rent Share and should not be adjusted based on whether or not she is currently working.

Below is a quick reference for determining gross income for MRVP, which is explained in detail in this chapter.

Inclusions	Gross Income Inclusions and Exclusions for MRVP	Exclusions
	Earned Income (before taxes and other deductions)	Food stamps
	TANF or EAEDC	EITC
	SSI/SSDI	Earned Income of Minors
	Actual Income from Assets	Income from a Personal Care Attendant
	Child Support	AmeriCorps Income
	Alimony	Scholarships and Work-Study Income
	Worker's Compensation	Income under PASS Program
	Unemployment	Earned Income of Full-time Students
	Regular Gifts	50% of Wages of 18, 19, and 20 Year Olds
	Unearned Income of Minors	Elderly Employment Income Exclusion
		Earned Income Exclusion

#### 7.1.2 Income Included in Gross Income

Unless specifically excluded under the MRVP regulations, all income from every Household member shall be included in gross income. This includes, but is not limited to:

- The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

- Income from the operation of a business or profession by each self-employed Household member after deduction for the ordinary and necessary expenses of the business or profession.
  - The deductible expenses of the business or profession shall not exceed 85% of the gross receipts of the business or profession.
  - Deductible expenses of the business or profession shall not include the rent or utilities paid for the Participant's unit if the business or profession is located in the Participant's unit.
- Income of any kind from real or personal property including rent, dividends, and interest.
  - Amortization of capital indebtedness and depreciation shall not be deducted in computing net income.
  - Any realization of taxable capital gain on sale or transfer of an investment or other real or personal property shall be included in income.
  - If the Household has marketable real or personal property with a fair market value exceeding \$5,000 (excluding any automobile used as the primary means of transportation by one or more Household members), gross Household income shall include the actual income derived from the assets.
- Periodic payments received from:
  - Social security;
  - Annuities;
  - Retirement funds;
  - Pensions;
  - Individual retirement accounts; and
  - Other similar types of periodic payments or retirement benefits.
  - Non-taxable amounts which constitute return of capital and are specifically identified as such by payer shall not be counted.
- Payments in lieu of earnings, such as:
  - Unemployment compensation;
  - Supplemental Security Income (SSI);
  - SSI State Supplement Program (SSP);
  - Social Security Disability Income (SSDI); and
  - Benefits in lieu of earnings under disability insurance, health and accident insurance or workers' compensation.
  - An unallocated lump sum settlement or similar payment all or partly on account of lost wages resulting from an injury shall be equitably allocated to reflect a monthly payment on account of lost wages for the period during which the recipient is likely to be disabled from the injury and the recipient will be deemed to receive such a monthly payment each month during the continuance of their disability until the allocated funds are deemed exhausted.

- Payments from the government, subsequently reimbursed to the government (such as in cases of overpayment), are not to be included as income; otherwise the gross payment from the government, prior to any deductions, is counted as gross income (*See Example 7.8*).
- Regularly recurring contributions or gifts received from non-Household members. To be regularly recurring a contribution or gift must:
  - Occur at least twice a year for two or more years; or
  - Occurs once a year from year to year for two or more years if the gift is in excess of \$2,000.
- Regular payments of cash assistance (TANF), excluding Supplemental Nutrition Assistance Program (food stamps), fuel assistance, and other similar programs.
- Payments received for the support of a minor or by a minor, such as:
  - Child support;
  - Foster care;
  - Social security;
  - Public assistance; and
  - Payments nominally made to a minor for their support but controlled for their benefit by payee who is responsible for their support.
- Lottery winnings, gambling winnings and similar receipts.
- Receipts of principal and income from the trustee of a trust, and receipts of income from the executor or administrator of an estate or from some other fiduciary.
- Alimony or payment for separate support.

### 7.1.3 Exclusions from Gross Income

The following sources of income are not included in a Household's gross income:

- Gifts which are not regularly recurring.
- Amounts (including lump-sums), which are specifically received for the cost of medical care, or which are made to compensate for personal injury or damage to or loss of property under health, accident or liability insurance, worker's compensation, judgments or settlements of claims, insofar as these payments do not compensate for loss of income for a period when the recipient was or would be an MRVP Participant.
  - The key to determining if lump-sum payment shall be counted in gross income is testing whether or not the lump-sum payment replaces income that would have been as counted in gross income, such as wages or SSI payments.

- Generally, Households may not be terminated for being over-income due to lump-sum payments. Although counted as income, the payments are not reoccurring and normally cannot be used to sustain the Household.
- Depending on the size of the payment and specific reason for the payment, the AA must determine how best to count the payment as income.
- The actual interest received from lump-sum payments may be counted as income indefinitely, even while the payment itself is counted as income.
- Attorney fees shall not be included when counting lump sum payments.



#### *Example 7.2: Lump-Sum Payments*

Sharra applied for SSI and MRVP on October 1, 2012. She was awarded an MRVP Voucher and signed her first Lease as an MRVP Participant one year later (effective October 1, 2013). She was then approved for SSI and received her first regular monthly payment on October 1, 2015. SSI also paid Sharra a one-time \$24,000 lump-sum payment, which she received on November 10, 2015. The payment represented benefits she was entitled to, but had not received, for the 36 month period from the date of her application to the date she began receiving benefits.

The AA may only count the portion of the lump sum payment that replaces income (SSI payments) during the time Sharra was an MRVP Participant. The AA adds \$16,000 to Sharra's gross annual income at her next recertification ( $\$24,000 \div 3 \text{ years} = \$8,000 \text{ per year} \times 2 \text{ years} = \$16,000$ ). The AA will remove the \$16,000 at the following recertification.

- Amounts of educational scholarships, stipends, or financial aid for a student attending an educational institution, including amounts paid for these purposes to part-time students or the Head of Household, whether paid directly to the student or the education institution.
  - Monies earned through the Federal Work-Study Program shall be considered financial aid and shall not be counted in gross income.
- Amounts paid by the United States Government to a veteran for use in paying tuition, fees, or the cost of books, to the extent that such payments are so used.
- The special pay to a member of the armed forces on account of service in a war zone.
- Relocation payments made pursuant to state or federal law.
- Payments received from the Social Security Administration program known as the Plan to Attain Self Sufficiency (PASS), provided that recipient fulfills all PASS program requirements.

- The value of food stamps, fuel assistance, and other non-cash assistance.
- Funds and payments received by participants or volunteers in programs pursuant to AmeriCorps, City Year, the Segal AmeriCorps Education Award, the Domestic Volunteer Service Act of 1973, and similar programs approved by DHCD.
- Payments for a Household member in association with participation in a bona fide program providing training for employment, approved by DHCD or sponsored or administered by a government agency.
  - Stipends paid as Transitional Support Services to former recipients of TAFDC are considered payments made in association with participation in a job training program and not counted as income in MRVP.
- Wages and/or salary earned by a Full-time Student, as defined by MRVP, or by an unemancipated minor or Household member under the age of 18.
- Income of a live-in Personal Care Attendant (PCA), as defined by MRVP.
- Inheritances and life insurance proceeds. This exclusion does not apply to post-death interest paid on inheritances or insurance proceeds.
- A return of capital on sale or transfer of an investment or of other real or personal property.

#### 7.1.4 Young Adult Employment Income Exclusion

Half of the total employment income of a Household member age 18, 19, or 20 is excluded from the Household's gross income. This exclusion does not apply to Full-time Students or to the Head of Household. The Household member must be 18, 19, or 20 at the time of the recertification or eligibility determination. The Household member's full income shall not be counted until the first recertification after they are 21 years old. The Household member's employment income can be excluded in its entirety if the Household member becomes a Full-time Student.



#### *Example 7.3: Young Adult Employment Income Exclusion*

Ezequiel's son works two part-time jobs while he takes a couple of classes at the local community college. He is 20 years old. His gross annual income is \$8,500 from one job and \$3,000 from another. Only \$5,750 (half of his gross earned income) is counted towards Ezequiel's household's gross income until the household's next recertification.

### 7.1.5 Elderly Employment Income Exclusion

The employment income earned by a Household member age 62 or older, including the Head of Household, shall not be counted. The amount of earned income excluded shall not exceed the total amount which would have been earned by a person working 20 hours per week at the minimum wage specified in M.G.L.c. 151, §1.

Effective January 1, 2017, the minimum wage will be \$11 per hour, which means that the maximum Elderly Employment Income Exclusion for any one adult age 62 or older is \$220 per week or \$11,440 annually. This and any subsequent changes may be made effective at the Household's next annual recertification (or relocation, whichever is sooner), unless the Household requests a change be made sooner.

For a Household member's income to be subject to the Elderly Employment Income Exclusion, the Household member must be 62 on or before the Household's recertification date or eligibility determination. An AA may, if requested, perform an interim recertification to lower a Household's gross income if a Household member becomes 62 years old and would qualify for the Elderly Employment Income Exclusion.



#### *Example 7.4: Elderly Employment Income Exclusion*

Anderson is 65 years old and earns a gross income of \$300 per week at his part-time job. His gross annual income is \$15,600, but only \$4,160 is counted toward his Household's gross income because \$11,440 of his earned income is excluded through the Elderly Employment Income Exclusion.

### 7.1.6 Earned Income Exclusion

A Household may elect to take advantage of the Earned Income Exclusion once during the entirety of the Household's MRVP participation. Under this exclusion, the increased amount of income earned from employment by one or more Household members is excluded from the Household's gross income if the Household has been participating in MRVP for at least 12 months, any Household member has had an increase in earned income, and the increase in earned income would result in an increase in Tenant Rent Share, provided that:

- The Household's income has been derived, at least in part, from Temporary Assistance to Needy Families (TANF), Emergency Assistance to the Elderly, Disabled and Children Program (EAEDC), Supplemental Security Income (SSI), Social Security Disability Income (SSDI) for each of the previous 12 months;
- The Household's increased earned income has been accompanied by a decrease in the amount of TANF, EAEDC, SSI, SSDI; and



- At the commencement of this exclusion the recipient of such public assistance would have remained eligible for such assistance if the income had not been earned (in other words, the Household was not facing termination of benefits for another reason).

A Household choosing to take advantage of the Earned Income Exclusion based on an increase in earned income remains eligible to have that increased income excluded for one continuous 12 month period, regardless of any changes or gaps in employment during that period. The Earned Income Exclusion begins on the Effective Date of the recertification or reexamination at which the increased income would have been counted. If a Household loses income during that period and no longer benefits from the Earned Income Exclusion, they will not receive the Exclusion again during the original 12 month period. The exclusion may not be increased throughout the 12 month period if the Household's income increases after the Effective Date of the recertification or reexamination at which the exclusion began.

It shall be within the Household's sole discretion whether or when to exercise this one-time Earned Income Exclusion. An entire Household is eligible for the Earned Income Exclusion only once during their entire MRVP program participation, regardless of how many times the conditions would be met based on increased earned income and decreased public assistance. The Earned Income Exclusion cannot be applied at initial eligibility for MRVP and may not be utilized until the Household has been participating in MRVP for at least 12 months.

Exhibit 7.1 is a helpful worksheet that may be used to see if a Household qualifies for the Earned Income Exclusion and if so, the amount of the Earned Income Exclusion.

#### 7.1.7 Total Disability Veterans Compensation

With respect to an unemployable, disabled veteran, whose disability occurred in connection with military service, all but \$1,800 of the monthly amount received by the unemployable disabled veteran from the United States Government on account of such disability shall be excluded from gross income. No deductions shall be applied against the amounts over \$1,800 per month that are excluded.

If an AA had, prior to October 6, 2016, exercised its discretion to exclude Total Disability Veterans Compensation in excess of \$1,800 per year, such AA may, in its discretion, continue to exclude all of such amount or it may increase the Tenant Rent Share (due to an increase in veterans benefits included in gross income) by no more than 10% per year, until it is equal to the Tenant Rent Share as calculated with the standard Total Disability Veterans Compensation. If the AA exercises its discretion to exclude more than the standard Total Disability Veterans Compensation, no deductions shall be applied against the amount excluded (*See Exhibit 7.2 Project Based Voucher Payment Worksheet with Prior Veteran Exclusion and Exhibit 7.3 Mobile Voucher Payment Worksheet with Prior Veteran Exclusion*).



### Example 7.5 Total Disability Veterans Compensation

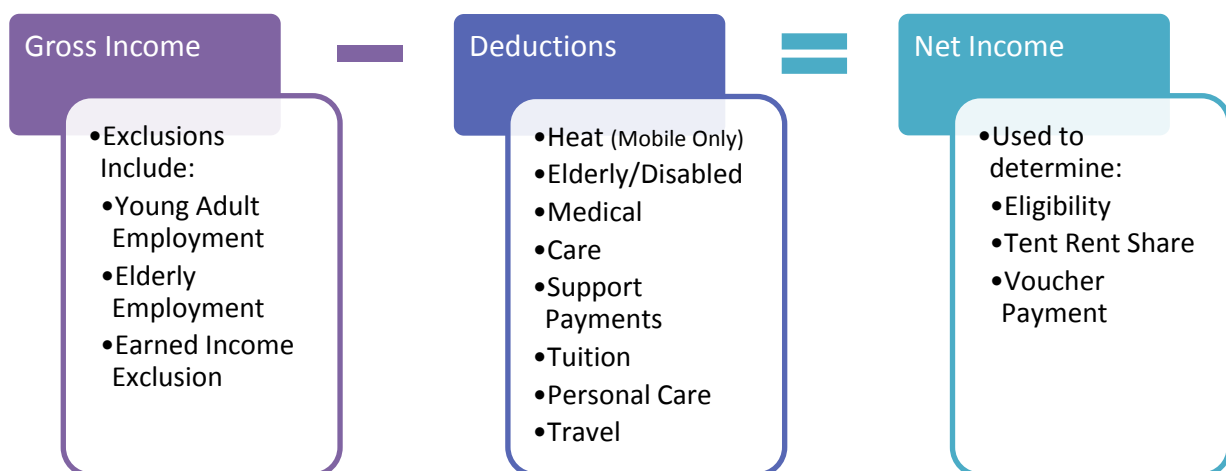
Benny is a disabled Veteran. He was disabled during his service in the Marines. Because of his disability, Benny is unemployable. Benny receives \$2,500 monthly in veteran benefits from the United States Department of Veteran Affairs (VA). The AA shall only count \$1,800 per month when determining Benny's gross income. An Elderly/Disabled Deduction may be applied against the benefits counted in Benny's gross income.

Joellen is a veteran and is disabled. She does not receive benefits from the VA, but she does receive benefits under Chapter 115 of the Massachusetts General Law. Regardless of the amount, all of the benefits are counted when determining her gross income.

## 7.2 Net Income [760 CMR 49.05(5)(d)]

After a Household's gross income has been calculated, its net income must be calculated. A Household's net income is its gross income, with all exclusions applied, minus deductions. The deductions allowed under MRVP are the same for both Mobile and Project Based Vouchers, with one exception. MRVP Mobile Participants may receive a deduction for heat in the amount prescribed in Chapter 7.2.1 of this plan, if they pay separately for heat. It is important to note that the Household's net income is used to determine eligibility and Tenant Rent Share.

Deductions lower a Household's income based on expenses or Household characteristics. In no event shall a Household's net income be less than zero and no deduction may be more than the Household's gross income. All deductions are taken from the Household's total gross income, regardless of other possible applicable deductions. Except in the case of the heat deduction, only the amount actually paid by the Household may be deducted.



### 7.2.1 Heat Deduction (Mobile Only)

For Mobile Participants only who pay separately for heat (i.e., it is not included in the Contract Rent), the Household shall receive an annual heat deduction as prescribed in the chart below. The number of bedrooms is based on the actual number of bedrooms in the unit, not the size of Household's Voucher.

Bedroom Size	SRO	ESRO	0/ Studio	1	2	3	4	5	6+
Annual Deduction	\$300	\$300	\$300	\$400	\$500	\$600	\$700	\$800	\$900

The heat deduction is not dependent on the type of fuel used for heating the unit. Building type also does not affect the heat deduction.



#### *Example 7.6: Heat Deduction (Mobile Only)*

Nilda lives in a three bedroom apartment with her family. She was issued a two bedroom MRVP Mobile Voucher. Heat is not included in her Contract Rent. Nilda's gross income is \$27,000 annually. The only deduction she qualifies for is a heat deduction of \$600. Nilda's Household's net annual income is \$26,400.

### 7.2.2 Elderly/Disabled Deduction

If the Head of Household is at least 62 years old or if any Household member, including the Head of Household, is disabled, a deduction of 5% of the Household's gross income shall be taken from the Household's total gross income.



#### *Example 7.7: Elderly/Disabled Deduction*

Ayo is the Head of the Household and 62 years old. His gross income is \$15,000. He receives a \$750 deduction from his Household's gross income because he is 62 years old.

Shelagh works as a full-time receptionist and her gross income is \$35,000 per year. Her ten year old son is disabled and receives \$8,652 per year in SSI payments. Her Household's gross income is \$43,652. Because her son is disabled, she receives a deduction of \$2,183 from her Household's gross income.

### 7.2.3 Medical Expenses

All medical expenses over 3% of the Household's gross annual income may be deducted from the Household's gross income. Medical expenses include all expenses that are not covered by insurance or otherwise unreimbursed from any source. Health insurance premiums are considered medical expenses. MRVP follows IRS Publication 502 to determine what medical expenses are allowable, with the exception that Households may deduct expenses for medical marijuana that has been prescribed in accordance with state law. The Household does not need to have either elderly or disabled members in order to receive this deduction.



#### *Example 7.8: Medical Expenses Deduction*

Flavio's gross annual income is \$24,000. He has to pay health insurance premiums of \$103 per month. He spends \$850 annually in prescription co-pays. He also pays \$150 in co-pays to the doctor and dentist every year. 3% of his annual income is \$720, so any medical expenses over \$720 may be deducted from Flavio's gross annual income. His total medical expenses are \$2,236 ( $\$103 \times 12 + \$850 + \$150$ ), so Flavio's medical expense deduction is \$1,516 ( $\$2,236 - \$720$ ).

### 7.2.4 Care Deduction

Payments for the care of child(ren), defined as minors age 12 or under, or of a sick or incapacitated Household member may be deducted from the Household's gross income if the care is necessary for the employment of another Household member who would otherwise have provided such care.

### 7.2.5 Support Payments Deduction

Payments for support of a minor child, spouse, or ex-spouse, not residing in the Household, may be deducted from the Household's gross income. Payments must be made under court order or court approved agreement. Payments must be verified.



### Example 7.9: Deductions and Gross Income from Government Sources

Edward's only source of income is Social Security Disability Income (SSDI). He has no other Household members. His gross benefit amount before any deductions is \$1,500 per month. The following deductions are taken from his benefit.

Deduction from Gross Benefit	Amount	How It's Counted Under MRVP
Previous Overpayment	\$100	Not included in gross income
Medicaid Premiums	\$125	Medical deduction from gross income
Defaulted Student Loans	\$150	Not considered
Child Support	\$200	Deducted from gross income

Even though Edward receives a payment of \$925 per month, the AA will use \$1,400 as his gross income. Amounts withheld due to previous overpayments are not counted in gross income because, more than likely, the overpaid amount was counted in gross income when it was being received.

The AA will then deduct certain items from his gross income to calculate his new income.

- Medical expenses, including those for insurance premiums, which exceed 3% of the household's gross income are deducted from gross income.
- Money withheld or garnished for any debt other than child support and alimony are not considered when determining gross or net household income.
- Payments for child support or alimony are deducted from gross income.

Edward's net income is \$13,404 per year or \$1,117 per month

#### 7.2.6 Tuition Deduction

Non-reimbursable payments for tuition and fees for vocationally related post-secondary education for a Household member, including the Head of Household, who is not a Full-Time Student may be deducted from the Household's gross income. "Vocationally related" is defined as education that is directly related to a specific career.

#### 7.2.7 Personal Care Deduction

Non-reimbursable payment for reasonable and necessary housekeeping or personal care services for a Household member may be deducted from the Household's gross income. The disabled Household member must be unable to perform the housekeeping or personal care tasks due to a disability. Additionally, no other Household member may be reasonably available to perform these services.

### 7.2.8 Travel Deduction

Travel expenses, in excess of the cost of the least expensive available transportation, for a Household member with a disability may be deducted from the Household's gross income. The disabled Household member must be unable to use the least expensive available transportation due to their disability. Additionally, the transportation must be used for necessary activities which cannot be performed by another Household member.

## 7.3 Determining Voucher Payment—Project Based [760 CMR 49.05(1–4), (7)]

The Voucher Payment of a Project Based Voucher is the Contract Rent minus the Tenant Rent Share. At no point may the Voucher Payment be more than the Contract Rent (*See Exhibit 7.4: Project Based Voucher Payment Worksheet*).

If heat is included in the Contract Rent, the Tenant Rent Share cannot be more than 40% of the Household's monthly net income, unless waived by DHCD. If heat is not included in the Contract Rent, the Tenant Rent Share cannot be more than 35% of the Household's monthly net income, unless waived by DHCD. At no point may the Tenant Rent Share be more than the Contract Rent.

In some cases, 35% or 40% of a Household's net income may be more than the Contract Rent. In those cases, the Household will pay the whole Contract Rent until their income drops or the Contract Rent is increased.

### 7.3.1 Waivers

DHCD may provide waivers to certain projects based on targeted populations, funding, or other project requirements. Waivers may be related to Tenant Rent Shares, utility allowances, or Contract Rents. These waivers are requested directly by the Owner from DHCD. DHCD will notify AAs of waivers granted.



### Example 7.10: Determining Voucher Payment—Project Based

Chuna's Household's net annual income is \$21,000.  $\frac{\$21,000}{12}$  Annual Income  
 The Contract Rent of her Project Based Unit is \$1,494 and heat is included in her rent. Her Tenant Rent Share is \$700. The Voucher Payment is \$794 (\$1494 Contract Rent - \$700 Tenant Rent Share).  $\frac{\$1,750}{40\%}$  Monthly Income  
 $\frac{\$1,750}{40\%}$  Tenant Share

\$42,000 Annual Income The net annual income of Alain's Household is \$42,000. He lives in a two-bedroom Project Based Unit in Pittsfield with his wife and two daughters. The Contract Rent is \$839 and Alain pays for his own heat. 35% of the net monthly income of Alain's Household is \$1,225. Because the Contract Rent is only \$839, Alain's Tenant Rent Share is \$839. Remember:

- The Tenant Rent Share can never be more than the Contract Rent.
- The Tenant Rent Share is no more than 35% or 40% of the household's monthly net income. It may be less than 35% or 40% of net income.
- Because Alain's Household income is under 50% AMI, his Household will remain eligible for the MRVP Voucher, even though his Voucher Payment is \$0

## 7.4 Determining the Voucher Payment—Mobile [760 CMR 49.05(1–4), (6–7)]

The Voucher Value for Mobile Vouchers is the Voucher Value listed in the Value of the Voucher Schedule (*Exhibit 7.5*), provided the Tenant Rent Share is between 30% and 40% of monthly net income.

### 7.4.1 Value of the Voucher Schedule

The Value of the Voucher Schedule was created by DHCD and last updated on August 1, 2001. The Schedule breaks Massachusetts down into 33 regions. For each region, the Voucher Value is determined by Household's annual net income and Voucher Size. The Voucher Size is the Household's Voucher Size, not the actual size of the unit. Because the smallest technical Voucher Size is 1 bedroom, SROs, ESROs, and 0/studio Voucher Sizes are not listed on the schedule.



### Example 7.11: Determining Voucher Payment—Mobile

Funke is ready to lease a unit with her Mobile MRVP Voucher. Funke was issued a two-bedroom Voucher for herself and her two sons, but has found an extremely affordable three-bedroom unit in Boston. Funke's net household income is \$14,250. When looking up Funke's Voucher Value, the AA will first locate Boston in Region 33. Then the AA will note the Value of the Voucher for Funke is 539 because she has a two-bedroom Voucher and her net income is between \$13,500 and \$14,999.

## 7.4.2 Calculating the Voucher Payment

The Voucher Value for Mobile Vouchers is the Voucher Value listed in the Value of the Voucher Schedule, provided the Tenant Rent Share is between 30% and 40% of monthly net income. If the Tenant Rent Share when using the Voucher Value is below 30% of net income, 30% of net income will be the Tenant Rent Share. If the Tenant Rent Share when using the Voucher Value is over 40% of net income, 40% of net income will be the Tenant Rent Share. Exhibit 7.6: Mobile Voucher Payment Worksheet is an excellent tool for AAs to use and automatically finds the Voucher Value and determines the Voucher Payment.

The chart below shows how the Voucher Value works with 30% and 40% of net income to determine the Tenant Rent Share. In each scenario, the Participants have the same income, but as the Contract Rent changes, the amount used to determine the Tenant Rent Share also changes.

	Scenario 1	Scenario 2	Scenario 3
Net Income	\$ 12,000	\$ 12,000	\$ 12,000
Contract Rent	\$ 1,300	\$ 800	\$ 900
Voucher Value	\$ 584	\$ 584	\$ 584
Contract Rent - Voucher Value	\$ 716	\$ 216	\$ 316
30% of Net Income	\$ 300	\$ 300	\$ 300
40% of Net Income	\$ 400	\$ 400	\$ 400
Possible Tenant Rent Share (smallest to largest amount)	\$ 300	\$ 216	\$ 300
	\$ 400	\$ 300	\$ 316
	\$ 716	\$ 400	\$ 400
	Tenant Rent Share with Voucher Value is <b>more than 40%</b> net income.	Tenant Rent Share with Voucher Value is <b>less than 30%</b> net income.	Tenant Rent Share with Voucher Value is <b>between 30% &amp; 40%</b> net income.
Tenant Rent Share	<b>\$ 400</b> 40% of net income is used.	<b>\$ 300</b> 30% of net income is used.	<b>\$ 316</b> Voucher Value is used.



## Chapter 8: Verification

All information that a Household is required to submit for MRVP, including documentation of income, Household composition, eligibility for preferences, and evidence of mitigating circumstances, must be verified by the AA. Some documentation, like vital documents, only needs to be collected at the initial determination of eligibility. Other information, like income, must be verified at least once per year. The following chapter will outline some of the documentation that is required to verify a Household's income and composition. Each AA shall develop and uniformly apply procedures that are reasonable and not overly burdensome to address situations not outlined below.

### 8.1 Vital Documents

For each Household member, the AA must have verification of date of birth. Ideally the AA shall receive an original or copy of every Household member's birth certificate. A passport, immigration card, or other government-issued photo ID is acceptable when a birth certificate is not available. For young children, the AA may also accept a mother's letter provided by a hospital at the time of the child's birth in lieu of a birth certificate. The AA must make a photocopy of the documentation provided and keep that information in the Participant's file.

Each adult Household member must authorize the use of their social security number, if any, to verify income for the purposes of determining eligibility, Tenant Rent Share, and Voucher Payment (*See Section 8.3 below*). The ideal verification of a social security number is someone's social security card, but other verification may be accepted, such as official correspondence from the Social Security Administration.

The AA must obtain a government-issued photo identification for the Head of Household and every other adult Household member. A government-issued photo ID is a photo ID issued by the state or federal government or by a foreign government. The ID must be valid and not expired.

Examples of government-issued photo ID include, but are limited to:

- Driver's license (any state);
- State ID card (any state);
- Passport (United States or foreign);
- Permanent resident immigration card; or
- U.S. military ID.

The following shall not be considered government-issued photo ID:

- Library cards;
- Student ID cards;

- Employee ID cards (except for military IDs);
- Transportation ID cards, such as those issued by the MBTA;
- Photo IDs issued by cities and shelters; and
- All other photo IDs where date of birth and social security number, if applicable, are not verified.

The AA must receive any relevant custody or guardianship paperwork for minors. If a minor is being added to the Household other than through birth to an existing Household member, the AA must receive paperwork granting custody of the child to a Household member. Unlike Massachusetts law, for the purposes of MRVP, custody does not need to be determined by a court and may be granted in a notarized letter by the minor's guardian.

In some cases involving foster or adopted children, the Head of Household may not have a minor's social security number and/or birth certificate. The AA may waive the requirement for the documents if it verifies with the foster or adoption agency that the documents were not given to the Head of Household.

#### 8.1.1 Authorization for the Release of Information

All Applicants and Participants age 18 or older must sign the Authorization for the Release of Information (*Exhibit 8.1*). Applicants age 18 or older must sign it when their application for MRVP is being considered. Because the Authorization for the Release of Information is only effective for 15 months following signature, Participants age 18 or older must sign it at least annually at recertification.

The Authorization for the Release of Information allows the AA to perform a CORI and SORI of each adult Household member. It also enables Wage Match to be conducted for the Household. The Authorization for the Release of Information additionally allows AAs to verify income, assets, and deductions with a third party. Finally, the Release allows AAs to share data with DHCD and DHCD to share that data with other government agencies if deemed necessary.

The Authorization for the Release of Information must be used by all AAs and shall be placed on AA letterhead. AAs may use additional, simplified releases of information if they wish to do so.

## 8.2 Eligibility

All documents related to eligibility, including whether the Household is entitled to a priority or preference, must be provided prior to placement on the waiting list, unless waived by DHCD. All documentation must be verified prior to a Household being issued a Voucher. Verification requirements must be reasonable and applied in a logical, uniform manner (*See Chapter 5*).

### **8.3 Wage Match [760 CMR 49.13]**

All AAs must participate in the Wage Match program, which was first implemented in 2004. The pertinent law and regulations can be found at M.G.L. c. 62E, M.G.L. c. 66A, 760 CMR 6.00, and 801 CMR 3.00.

As part of an Interdepartmental Service Agreement (ISA) between the Massachusetts Department of Revenue (DOR) and DHCD, DHCD is authorized to receive wage reporting information from DOR pursuant to M.G.L. c. 62E, § 3. The Wage Match system information is exchanged via the statewide network. AAs transmit data via the internet Wage Match System. DHCD then transmits the data to DOR. DOR then matches the data against its wage reporting files, provides information to DHCD, and in turn, DHCD forwards the information to the applicable AA. Responses will be received back at an AA within five (5) days. AAs shall review the wage reporting information to determine whether income reported by Participants for determining Tenant Rent Share and Voucher Payment is correct.

DHCD is required, on a periodic basis, to provide information about the Wage Match system. Further, DHCD must ensure that AA's are informed of the confidentiality requirements and penalties for non-compliance.

#### **8.3.1 For Whom is Wage Match Conducted and Notification Process**

AAs shall conduct a Wage Match for every adult Household member (aged 18 and over) who has a social security number. Applicants and Participants must be informed about the Wage Match program, must provide the social security numbers of all adult Household members that have social security numbers, and must authorize use of their social security numbers by the AA for verification of income through DOR's wage reporting system. However, there is no requirement that Applicants or Participants have a social security number to be eligible for MRVP. Other forms of income verifications are described in Section 8.4 below.

#### **8.3.2 Confidentiality and Controls**

Because AAs, through the Wage Match system, have access to "personal data" as defined by M.G.L. c. 66A, AAs must ensure the confidentiality of information requested and received through the Wage Match system. Therefore, AAs are subject to and must comply with all applicable laws and regulations relating to confidentiality and privacy, including but not limited to M.G.L. c. 62E, M.G. L. c. 66A and 801 CMR 3.00. Each AA's Executive Director is responsible for ensuring the security and confidentiality of the wage reporting information entrusted to their AA and ensuring that all employees who have access to wage reporting information understand the severe penalties associated with any misuse of this information. Wage reporting information may only be accessed or viewed by an authorized employee of the AA and must directly relate to a case specifically assigned to that employee. No other employee or person under the AA's control, or on the AA's premises, may inspect, disclose, or browse the wage reporting information for any purpose.

It is the responsibility of the Executive Director to determine who will access Wage Match information. The Executive Director will assign a user name and password to each authorized employee, which will allow them to log on to the Wage Match application. If or when that authorized individual is no longer employed at the AA, their log-on capability must be disabled. A new user name and password must be assigned to the next employee authorized to access Wage Match information.

Any unauthorized disclosure of wage reporting information will result in the immediate termination of the AA's authorization to receive such information. Because the AA is legally the holder of personal data, an unauthorized disclosure of wage reporting information may subject the AA to the payment of monetary damages. In addition, an unauthorized release of wage reporting information may subject AA employees to a fine.

Each AA shall adopt its own set of guidelines for handling Wage Match information, which shall include, at a minimum, the following:

- A list of employees who will be authorized to request and receive information provided through the Wage Match system;
- A written statement which sets forth the safeguards to ensure the protection of the privacy and confidentiality of the wage reporting information, including, but not limited to, access to computers, printed materials, and storing of information;
- Procedures to ensure that the use of wage reporting information is only to verify the income and assets of Households in the AA's MRVP program; and
- A statement that the AA will notify DHCD immediately, both orally and in writing, if any wage reporting information is improperly used or accessed. The AA will cooperate with DHCD to enjoin or prevent misuse of, regain possession of, and otherwise protect the data.

### 8.3.3 Procedures for Handling Cases of Income Discrepancy

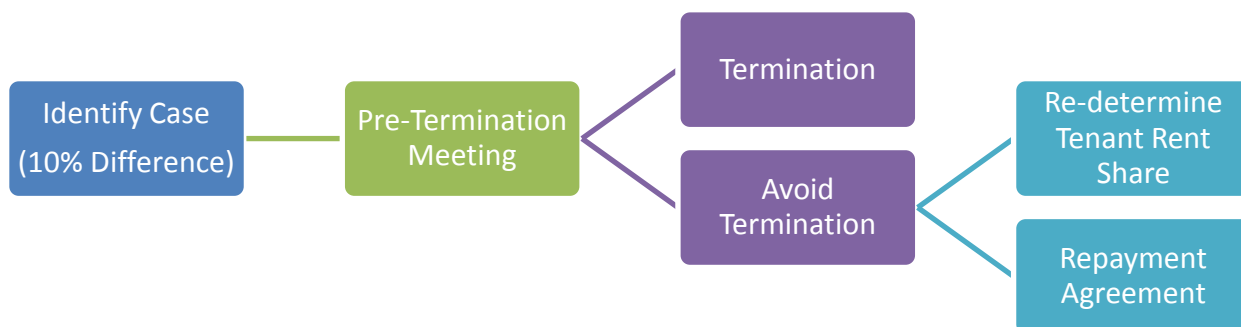
The information obtained from DOR is to be compared with income information reported by Head of Household for eligibility and Tenant Rent Share determination to see if there are any significant discrepancies, defined for this purpose as a discrepancy of ten percent or more. Cases of discrepancy will be identified in the manner described below.

- Identifying Cases of Income Discrepancy

The AA will compare income information reported by the Head of Household with wage reporting information provided by DOR to identify cases where there appears to be a discrepancy of ten percent or more. A discrepancy of 10% or more will trigger a Voucher Payment re-determination in some cases (*See Chapter 16.2*). Even if the undisclosed income would not trigger a Voucher Payment re-determination, failure to

disclose income or provide documentation of an income increase may be cause for termination from MRVP (See Chapter 17.6.7).

When information from Wage Match indicates a significant discrepancy, the AA will ask the Head of Household to explain the difference at a meeting with the AA.



- Meeting/Hearing Process

The AA shall follow all procedures outlined in Chapter 17 and specifically Chapter 17.6.7 on termination for Failure to Report Changes in Income or Household Composition. Note that termination may not be required if failure to accurately report income was due to error rather than fraud or if fraud cannot be verified; in such cases, a repayment agreement may be appropriate.

During the pre-termination meeting, the AA and Household have the opportunity to discuss the information obtained from DOR concerning the Household's wages and how it might affect the Tenant Rent Share or Voucher Payment, or might be grounds for program termination. If requested, the Household will be given time following the meeting to provide income information, documentation, or other evidence that shows why the wage reporting information received from DOR is incorrect. The AA will evaluate all information provided by the Household.

## 8.4 Income and Assets

The Household must provide the AA with verification of all income and assets. This can include pay stubs, benefit letters, bank statement, Department of Revenue (DOR) printouts, and notarized letters. All information provided must be no more than 90 days old (except in the case of some Social Security benefit letters, as explained below). Where income is recurring, such as wages and documentation provided takes the form of multiple pay stubs, verification submitted must cover consecutive periods. The forms of documentation required to verify common forms of income are listed below. The Household may provide additional verification if income is sporadic, seasonal, or highly variable.

**For Social Security only, not including Supplemental Security Income (SSI) or Social Security Disability Income (SSDI), the AA may accept the Participant's annual benefit letter.** These are usually mailed in the end of each calendar year and outline the benefits for the next calendar year. The AA may use the benefit letter for the full calendar year described in the letter. Even if this letter is more than 90 days old, it may be accepted.

<i><b>Income Source</b></i>	<i><b>Acceptable Documentation</b></i>	<i><b>Unacceptable Documentation</b></i>
<i>TANF</i>	Benefit letter	Bank statements
<i>Food Stamps</i>	Verification not required	
<i>Social Security (any Kind)</i>	Benefit letter	Bank statements
<i>SSP*</i>	Bank statement	
	Benefit letter	
<i>EAEDC**</i>	Benefit letter	Bank statements
<i>Earned Income</i>	5 weekly paystubs	Offer letter
	3 biweekly or bimonthly paystubs	Salary letter
	2 monthly paystubs	Projected earnings
		Bank statement
<i>Unemployment</i>	5 check stubs w/ deductions	Bank statement
	DUA Printout	
<i>Child Support</i>	DOR Printout	Court order
	Notarized letter from parent paying support	Personal checks
		Bank statements
<i>Alimony</i>	Notarized letter from party paying support	Court Order
		Personal checks
		Bank statement
<i>Other disability income</i>	Benefit letter	Bank statement
	Payment receipts	
<i>Worker's Compensation</i>	Benefit letter	Bank statement
	Payment receipts	
<i>Self Employment</i>	Tax return	Bank statement
	Business ledger	
<i>Gifts</i>	Notarized letter from gift giver	
<i>Foster Care</i>	Payment receipts	
<i>Payments</i>	Bank statements	
<i>Assets</i>	Two months of account statements	

*\* State Supplemental Income*

*\*\* Emergency Assistance to Elderly, Disabled, and Children*

The AA shall also endeavor to independently verify income and assets. Verification may include use of third party verifications or available technology. Unless the Participant can provide verified updated information, the third party verification shall be used when calculating gross and net income.

When a Household member's income decreases, verification of the decrease must be provided before the Household's Tenant Rent Share can be changed. Verification must state or indicate that the income has ended or decreased. If the Household member's earned income has decreased or stopped, the AA must inquire about unemployment, worker's compensation, or other income for which the Household may now be eligible.

For any adult Household member claiming zero income, the Household member must sign a statement acknowledging that they are claiming zero income. If an entire Household is claiming zero income, each adult Household member must sign a statement acknowledging zero income. The AA shall contact the Household every six months to inquire about the Household's current income situation and request updated bank statements. All deposits shall be discussed with the Household. The AA shall also verify income of all adult Household members claiming zero income with the Department of Unemployment Assistance and the Department of Transitional Assistance (DTA) every six months.

## **8.5 Deductions**

Any deductions used in calculating a Household's net income (*See Chapter 7.2*) must be verified. For flat deductions, like the heat deduction for Mobile Voucher Participants and the 5% elderly/disabled deduction, the AA only needs to verify that the Household qualifies for the deduction. To receive a heat deduction, the AA must have a copy of the Household's Lease and the Lease must state that the Household is responsible for heat utilities. To receive the elderly/disabled deduction, the AA must have verification that at least one Household member is at least 62 years old and/or disabled.

For all other deductions, verifications must show that payment has been made, not that payment is due. A Household may only deduct actual expenditures, as further explained below.

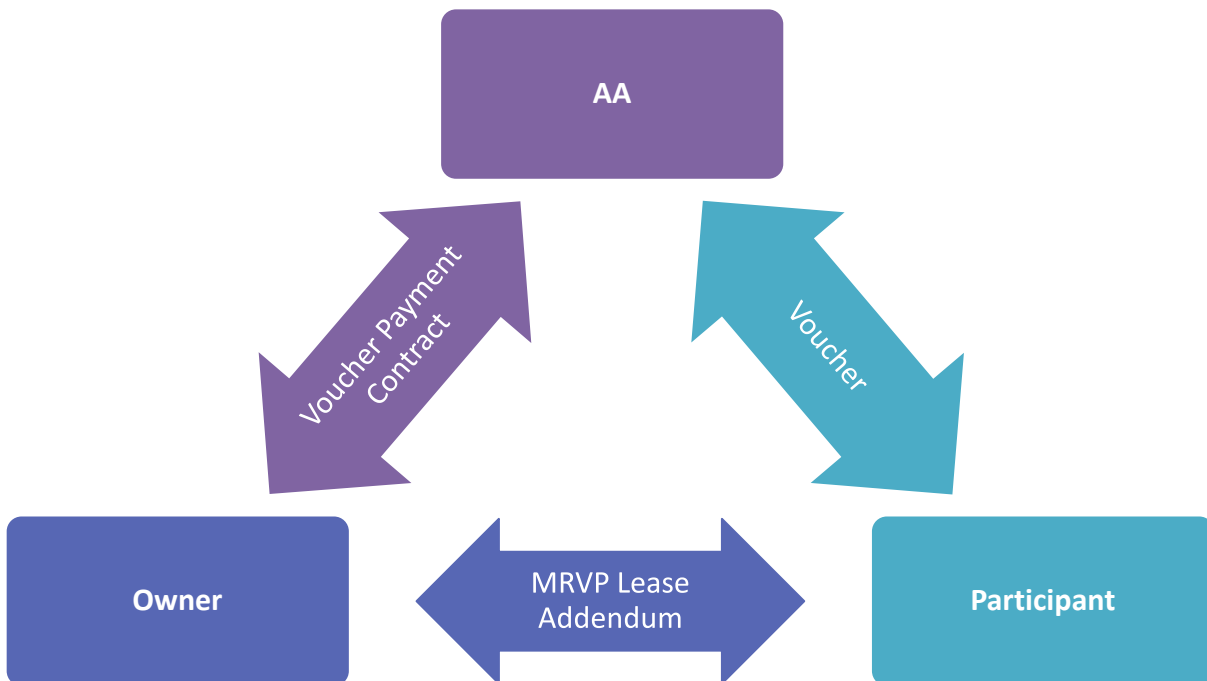
- As with income, a Household's actual expenditures in the past, such as over the past year, shall be used to determine their future actual expenditures (*See Chapter 7.1.1*).
- Generally, if the deduction is being automatically withheld from pay or benefits, a detailed paystub or benefit letter is sufficient verification.
- Medical expenses must be verified by receipt or invoice. Paystubs may be used to verify insurance premiums.
- The cost of care provided must be verified, either through receipts, invoices, or notarized letter (if care is provided in home).
- Any support paid must be verified through receipts or printouts. A court order is not verification of payment.
- Tuition deduction must be verified through an invoice from the educational institution.
  - Full-time student status must also be verified by an education institution. If it is during the summer or in between semesters, the AA can verify full-time enrollment for the coming term.

- The cost of personal care expenses must be verified through invoice or receipt. Unless obvious, the necessity of the homemaking expense must be verified by a medical professional.
- Travel deduction must be verified through receipt or invoice. The least expensive travel option must be identified and verified, although the Participant is not responsible for this. Unless obvious, the necessity of a travel expense must be verified.



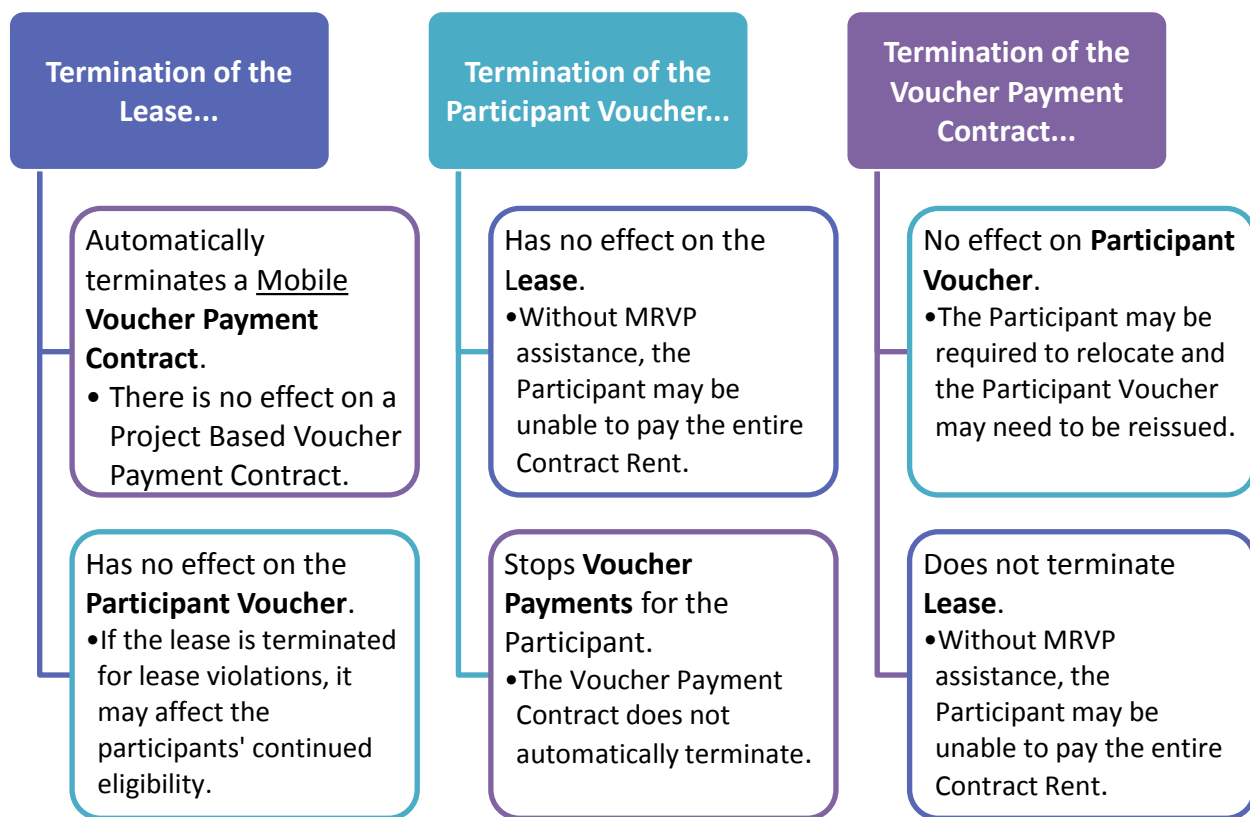
## Chapter 9: General Leasing Procedures

The general leasing procedures for Mobile and Project Based Vouchers are quite similar (once a Mobile Participant has found a Suitable Unit). Before a Participant can sign a Lease, it is important that the AA has ensured that the apartment meets all standards and that the Owner understands the basics of MRVP. To be able to make Voucher Payments to the Owner on behalf of the Participant, the AA must also sign a Voucher Payment Contract with the Owner. Together with the Voucher, the Lease and Voucher Payment Contract govern the relationships among all the parties.



Because each document is executed between some but not all of the parties, it is important that all parties understand the relationship among the documents. For example, as shown in the illustration below, the termination of the Lease may cause the termination of the Voucher Payment Contract and may cause the Voucher to be terminated. On the other hand, the termination of the Voucher Payment Contract does not automatically result in Lease termination (although termination of the Voucher Payment Contract may affect the Household's ability to pay rent, which could ultimately lead to Lease termination).

## Relationship Between the Voucher Payment Contract, Lease, and Voucher



### 9.1 Tenant Screening

An Owner has the sole responsibility for tenant screening for their property. A Voucher is not a guarantee that the Participant will be a good tenant or that they have no criminal record. The AA has no liability for tenant caused damages or unpaid tenant rent. The Owner may screen tenants using the Owner's standard practices, subject to compliance with all applicable laws. The screening process for an applicant with a Voucher must be the same as it is for a non-Participant.

### 9.2 Eligible Units

In general, a Mobile Participant has the option to rent any private market unit that meet MRVP standards. MRVP maximum rents (*Exhibit 9.1*) do apply and Owners may reject an MRVP Participant if the rent that the Owner would normally charge for the desired unit exceeds the rent limits. An Owner cannot refuse to rent to a Participant simply because they will pay a portion of the rent with a housing voucher.

Project Based Units are set aside for occupancy by Participants, but they must meet all of the criteria listed below.

To be considered an eligible unit, the unit must be separate and distinct from other units and living spaces, with private sanitary (bathroom) and kitchen facilities, unless it is an SRO or ESRO. Participants may not share a unit with the Owner or anyone else who is not a Household member.

A Participant shall not have financial interest in the unit, although it may be owned by an immediate family member or friend. Participants may not rent from a spouse, even if they are separated, or another Household member.

Units with Project Based Vouchers or other rental assistance subsidies attached are not eligible. Other rental assistance subsidies are defined as assistance or subsidies that pay part of the Tenant Rent Share or Contract Rent. This also means that if a Mobile Participant would like to rent a unit with a Project Based Voucher (MRVP or other), the Household must give up their Mobile Voucher. Units that are designated “affordable” and/or have other funding sources involved (HOME, tax credit units, etc.) are generally eligible, as long as there is no rental subsidy attached to the unit.

#### 9.2.1 Number of Bedrooms [105 CMR 410]

Key to determining if a unit is of appropriate size for a Household is understanding what may be counted as a bedroom and the difference between multi-room and single-room units.

AAs are not expected to inspect units to verify that each meets all qualifications below. The following information is given for educational purposes and so that AA staff may be able to answer Participant and Owner questions.

The attributes below describe what must be present to count a room as a bedroom for determining unit size and Contract Rent. A Household may choose its own sleeping configurations, so long as they do not present a safety risk. Participants may use a living or dining room as a bedroom, but it will not be counted as a bedroom for the purposes of determining unit size and Contract Rent.

- Square Feet
  - Each bedroom must be at least 70 square feet.
  - If a bedroom will be used by more than one Household member, it must have at least 50 square feet per Household member.
  - Any part of the floor where the ceiling is less than 5 feet shall not be considered when determining maximum occupancy.

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

- Windows
  - Each bedroom must have at least one window.
  - The square footage of the windows must be no less than 8% of the entire floor area of the bedroom.
  - Closets, even very large ones, cannot be counted as bedrooms if they do not have a window.
- Outlets
  - A bedroom should have at least two separate outlets in practical locations.
- Ceiling Height
  - At least 75% of the floor area must have a ceiling that is at least 7 feet tall.
  - Floor area where the ceiling is less than 5 feet cannot be included in total square footage of the room.
- Closets
  - A room does not need a closet to be considered a bedroom.

### 9.2.3 Single Room Units [760 CMR 49.02]

There are three types of single room units: Single Room Occupancy Units (SROs), enhanced single room occupancy units (ESROs), and studio or zero bedroom units. All single room units must be at least 80 square feet.

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

An SRO is a:

- Room in an SRO Eligible Property;
- Intended for occupancy by only one person;
- Has neither sanitary (bathroom) nor kitchen facilities within the room; and
- Has shared sanitary (bathroom) and kitchen facilities with other residents at the property.

An ESRO is a:

- Room in an SRO Eligible Property;

- Intended for occupancy by only one person;
- Has either sanitary (bathroom) or kitchen facilities within the room; and
- Has shared sanitary (bathroom) or kitchen facilities with other residents at the property.

A studio or zero room unit is a:

- Single room apartment;
- May have more than one occupant;
- Has both sanitary (bathroom) and kitchen facilities within the unit; and
- Does not share sanitary or kitchen facilities with other residents at the property.

SROs and ESROs must be in SRO Eligible Properties. An SRO Eligible Property is a rooming, boarding, or lodging house, hotel, motel, inn, or private residence. An SRO Eligible Property must be:

- Licensed for such operation by the appropriate authority; and
- Certified by the appropriate agency as in compliance with applicable Building, Sanitary, and Fire Code, including the State Sanitary Code.

Unlike SROs and ESROs, studio or zero room units do not need to be in SRO Eligible Properties and do not require licensing.

Massachusetts has numerous, specific regulations for the licensing of rooming, boarding, and lodging houses. There are also requirements to ensure that such buildings meet the fire code. It is important, therefore, that all SRO Eligible Properties are licensed.

Before approving an SRO or ESRO unit for occupancy by a Participant, the AA must verify that the property is licensed. Licensing for Project Based properties only needs to be verified once, unless there are complaints or the license is suspended or rescinded, and the AA shall keep verification on file.

Certain properties cannot qualify as an SRO Eligible Property, including:

- Student dormitory;
- Residence of a religious order;
- Private club; or
- Facility providing continuous psychiatric, medical, or nursing services.

A room in a nursing home cannot be approved as a Suitable Unit. A room in assisted living property, depending on the level of assistance provided, may be a Suitable Unit. One key distinguishing feature is whether the rent covers any medical services. Other services may be covered by the rent in an assisted living property, so long as the rent is within MRVP limits. Another is that an MRVP Participant cannot be required to purchase a meal plan as part of their Lease.

It is important that sanitary and kitchen facilities in all single room units meet the requirements for a Suitable Unit. Because these types of units are typically small, sometimes inadequate bathroom or kitchen facilities may be provided, making the units ineligible to receive MRVP or change their classification.



#### *Example 9.1: Single Room Units*

Carlos would like to rent a single room in a three bedroom apartment with his Mobile Voucher. The property, however, is not licensed as a boarding house, so the AA does not approve the unit.

Carlos then finds a unit in a licensed boarding house. The room has shared bathroom and kitchen facilities, but the kitchen facilities consist only of a microwave, counter, kitchen sink, and full-size refrigerator. The AA does not approve the unit because Carlos does not have access to a conventional oven or a cooktop.

Carlos next finds a unit listed as a studio. The unit contains kitchen facilities, which include a small range with an oven and two stove burners, and a bathroom. The bathroom is in the unit; however, it only contains a sink and toilet. Shower facilities are shared. The AA determines that the property is a licensed boarding house and approves the unit, but as an ESRO because some of the sanitary facilities are shared.

### 9.2.4 Maximum Allowable Contract Rent—Mobile [760 CMR 49.05(1), (3)]

Maximum allowable Contract Rents are the maximum amount an Owner may charge as Contract Rent for a unit under MRVP, regardless of utilities or the Household's income. Maximum rents should not be confused with payment standards, as used by Section 8. The two terms are not interchangeable.

One difference is that, unlike Section 8, MRVP has no utility allowances. The Contract Rent is the total monthly rent specified in the Lease and Voucher Payment Contract for a Contract Unit occupied by a Participant, including both the Voucher Payment from the AA and the amount of the Participant's Tenant Rent Share. This Contract Rent cannot exceed the MRVP maximum rent.

The current schedule of maximum rents for Mobile Vouchers is attached as Exhibit 9.1: MRVP Mobile Voucher Maximum Rents. The schedule lists the maximum allowable rent by town and Voucher Size.

The maximum allowable rent is the lower of:

- The rent allowed for the actual Voucher Size; or
- The rent allowed for the actual unit size.

The maximum allowable Contract Rent may not be waived without DHCD approval and documented need. DHCD will not consider rent waivers for units that are not the same size as the Participant's Voucher Size.



#### *Example 9.2: Maximum Allowable Contract Rents—Mobile*

Victor has a two bedroom mobile MRVP Voucher, but would like a three bedroom unit. He wants to live in Springfield. The rent for the three bedroom unit must be at or below \$772, which is the maximum allowable rent for a two bedroom unit in Springfield.

Latanya has a three bedroom mobile Voucher, but finds a two bedroom unit in Worcester that she would like to rent. The rent for the two bedroom unit must be at or below \$840, which is the maximum allowable rent for a two bedroom unit in Worcester.

If not specifically listed, the maximums rents for units with five or more bedrooms are calculated by adding 15% of the maximum rent for a four bedroom unit for each additional bedroom over four, as shown below:

Unit Size	% of 4 Bedroom Maximum Rent	Example 1	Boston	Worcester	Springfield
4	100%	\$1,000	\$1,843	\$1,147	\$1,062
5	115%	\$1,150	\$2,119	\$1,319	\$1,221
6	130%	\$1,300	\$2,395	\$1,491	\$1,380
7	145%	\$1,450	\$2,672	\$1,663	\$1,539
8	160%	\$1,600	\$2,948	\$1,835	\$1,699

Maximum rents for units with five or more bedrooms are always rounded down to the nearest dollar.

If not specifically listed, the maximum rents for SRO or ESRO units are a percentage of the maximum rent for a studio/0 bedroom unit and are determined as follows:

Unit Type	% of Studio Maximum Rent	Example 1	Example 2
SRO	75%	\$750	\$627
ESRO	82.5%	\$825	\$689
Studio	100%	\$1,000	\$835

Maximum rents for SRO and ESRO units are always rounded up to the nearest dollar.

### 9.2.5 Maximum Allowable Contract Rent—Project Based

The maximum allowable Contract Rent for Project Based Units is set by DHCD and can vary by type of project funding. The maximum allowable Contract Rent for Project Based Units may not be waived without DHCD approval.

### 9.2.6 Rent Reasonableness

Regardless of maximum allowable Contract Rent, the rent requested for any unit must be reasonable (although it may not exceed the maximum allowable Contract Rent). The AA may determine rent reasonableness by comparing the unit to other non-assisted units in the area through the attached form (Exhibit 9.2: Rent Reasonableness Checklist and Certification Form) or by another method. Amenities, accessibility features, unit size, unit quality, and included utilities can affect rent reasonableness. Rent reasonableness shall be determined by the AA in a fair and consistent manner and an Owner may request documentation of why a rent was not approved (*See Chapter 12*).

## 9.3 Housing Quality Requirements [760 CMR 49.06(2), 49.07(2)]

All units assisted by MRVP must meet certain housing quality requirements. These requirements cannot be waived. Housing quality requirements help ensure that all Participants live in safe and decent housing and that substandard units do not receive subsidies. The AA and DHCD reserve the right to refuse to enter into a contract with any Owner or any property for any reason.

### 9.3.1 State Sanitary Code

All MRVP units must meet the minimum standards of fitness for human habitation as outlined in the State Sanitary Code. MRVP regulations call for the Board of Health (BoH) of a municipality to conduct inspections to certify a unit complies with State Sanitary Code. In recent years, some municipalities have adopted scheduled inspections and have discontinued ad hoc inspections. Some AAs have noted that municipalities are not always responsive to requests for a BoH inspection or have lengthy lead times for inspections. Accordingly, the MRVP regulations have been revised to permit an inspection by another local code enforcement entity or other certified inspector, such as an inspector qualified to complete Section 8 Housing Quality Standards (HQS) inspections, to be substituted for the BoH inspection. However, MRVP does not generally require HQS inspections. Some additional points to bear in mind:

- It is ultimately the Owner's responsibility to have a unit inspected.
- MRVP and DHCD are unable to reimburse for the expense of any inspections.



- Verification that the unit complies with the State Sanitary Code must be obtained before a Lease is signed and before Voucher Payments may be made to the Owner.
- Inspections are typically conducted by the local municipality's Board of Health or Inspectional Services Division. Other inspectors who are licensed or certified may also perform inspections.
- The MRVP-required inspections for minimum standards of fitness for human habitation do not cover all of the HQS requirements applicable to housing inspections for Section 8, but the AA may accept HQS inspections for MRVP units if necessary.
  - If an HQS inspection is performed, the unit must pass the HQS inspection.
  - If the unit is unable to pass an HQS inspection, the Owner may either make improvements so that the unit does pass or the Owner may hire an inspector licensed to State Sanitary Code inspections.
- The AA is not responsible for inspections. The AA may inspect units (other than units owned by the AA or a subsidiary), if it has trained inspectors, but is under no obligation to do so.
- If the AA does perform inspections, it must do so in a uniform manner.
- An AA may not inspect units it or a subsidiary owns under any circumstances.
- All verifications of inspections must be valid and not expired. The expiration date of an inspection, if there is one, should be listed on the inspection report. The AA should contact the inspector with any questions.
- All units must be inspected between tenancies, regardless of the expiration date (which can vary by municipality and type of inspection) of the previous inspection, including SROs and ESROs.
- The Owner must pay any inspection fees and is responsible for scheduling the inspection. The Owner is also responsible for forwarding inspection paperwork to the AA.
- Annual inspections are not required; however, the Participant should address concerns to the Owner and, if necessary, the local board of health and AA.
- The Owner may refuse to make necessary repairs and refuse to rent to an MRVP Participant. That said, all properties are required by law to meet the state's minimum standards of fitness for human habitation.

### 9.3.2 Lead Paint

If a child under the age of six (6) will be residing in the unit, the Owner must provide the AA with certification from a Certified Lead Inspector that the Contract Unit is in compliance with applicable lead paint laws. If the unit was built after 1977, the Owner may provide the building permit instead of certification.

- AAs shall verify all lead safe documents in the Childhood Lead Poisoning Prevention Program (CLPPP) database.
- Under no circumstance may an AA make Voucher Payments to an Owner until a unit is verified as lead safe. Even if the unit is lead safe, Voucher Payments cannot be made until verification.



#### *Example 9.3: Lead Paint*

Ita is anxious to move. The Owner submits all of the paperwork to the AA and the unit passes inspection with the Board of Health. The Owner assures Ita that the unit is lead safe, so Ita moves in—without approval from the AA—on August 1.

The AA discovers that there are issues with the lead safe documents that the Owner has provided and alerts the Owner on August 3. The Owner must get the unit re-inspected by a lead inspector. The unit passes inspection and is verified as lead safe on August 8.

Although the unit was lead safe the entire time, the AA may not begin Voucher Payments until August 8 when the lead safe documents are approved. Ita may be liable for the full Contract Rent from August 1 to August 8.

- The Owner may not refuse to rent an apartment solely because of lead paint hazards and must make the unit lead safe for the Household. The Participant may wait for a unit while work is being completed.
- The AA must verify all documentation submitted by an Owner with the Massachusetts Childhood Lead Poisoning Prevention Program's database of Lead Safe Homes.
- A building permit may only be submitted in lieu of certification if the property was built after 1977. Renovations, no matter how extensive, do not qualify and lead safe certification must be submitted. Other documents, such as the deed or mortgage paperwork, may not be submitted in place of the building permit.
- Project Based Units only need to be verified as lead safe at initial occupancy, unless a complaint is made.

- The AA must obtain certification that the unit is lead safe if the Household, who previously had no members under the age of six, adds a member under the age of six to the Household. The Owner must make the unit lead safe if it is not. If the unit is not lead safe, the Participant may terminate the Lease and vacate without prior notice. If the Owner fails to make the unit lead safe in a reasonable amount of time or is not acting with appropriate urgency, the AA must terminate the Voucher Payment Contract and reissue the Voucher to the Participant.
- The AA must verify the lead safe certification each time it is submitted for a mobile unit, regardless of previous verifications.

## 9.4 Requirements for Leasing

Before a Mobile or Project Based Participant can lease a unit, the following documentation must be submitted to and verified by the AA.

### 9.4.1 Request for Program Payment [760 CMR 49.07(2), 49.09(5)]

The Request for Program Payment (RFPP) lists all relevant information about the unit and the Owner's contact information (*Form 9.3*). The RFPP lists the unit address, requested Contract Rent, utilities, date of availability, and unit size.

By signing the RFPP, the Owner:

- Agrees to provide verification that the unit is in compliance with the State Sanitary Code and is lead safe (if applicable);
- Agrees that the entire MRVP Lease Addendum will be attached to the Owner's Lease;
- Intends to enter into a Voucher Payment Contract with the AA;
- Understands that the AA has not screened the Participant's suitability for tenancy and that all tenant screening is the Owner's responsibility; and
- Certifies that all fair housing laws have been followed.

The Participant's signature on the RFPP verifies that they have seen the unit and find it acceptable based on their personal preferences. Note that this does not permit the Voucher to be used for a unit that has not passed inspection and/or verified as lead safe

The RFPP shall be submitted to the AA. Only one RFPP may be submitted at a time for a particular Participant. Once an RFPP is submitted to the AA, the Participant's 120 day "clock" stops.

### 9.4.2 Owner Documents

Prior to leasing, the Owner must provide verification that the unit meets the state minimum standards of fitness for human habitation and lead safe verification (if applicable).

The Owner must provide all documents necessary for the administration of the Voucher. This includes, but is not limited to:

- Proof of ownership;
  - A deed is the best proof of ownership, but other documents may be submitted.
  - The AA can accept online records available through the Register of Deeds or local assessor's office as verification and shall note the date and time when ownership was verified online.
  - Even if the information can be found online, it is the Owner's obligation to provide proof of ownership. The AA has no obligation to search for proof of ownership or find publically available documents.
  - A mortgage or other financing documentation does not verify ownership.
- W-9 Request for Taxpayer Identification Number; and
  - The AA must verify the information in the W-9 by using the IRS's Taxpayer Identification Number (TIN) On-Line Matching Service.
- Direct deposit information (if applicable).

### 9.4.3 AA Approval

Before a Participant may move into a unit or sign a Lease, the AA must approve the unit and give the Participant permission to move into the unit. If the Participant moves into a unit or takes possession of the unit before the AA has given its approval, the Participant may be liable for the entire Contract Rent (*See Example 9.3*).

## 9.5 Transfers [760 CMR 49.07(6)]

If a Mobile Participant submits an RFPP for a unit outside of the AA's area, the AA shall transfer the administration of the Voucher to another AA, except as described below.

AAs shall only transfer Vouchers to other agencies that already administer MRVP.

Agencies may transfer to either RAAs or LHAs with jurisdiction over the area where the unit is located at their own discretion, unless otherwise instructed by DHCD.

An LHA may administer an MRVP Voucher for a Participant outside of its municipality only under the following circumstances:

- The unit is in the same county as the LHA;
- The unit is in city or town that is contiguous to the LHA's city or town;
- The LHA receives permission from the LHA for the city or town where the unit is located;
- The LHA where the unit is located does not administer MRVP or no LHA exists in that municipality;
- The LHA is administering a special MRVP initiative and is the only LHA in that area to administer Vouchers under the initiative; or
- As directed by DHCD.

An RAA may administer an MRVP Voucher for a Participant outside of its region only under the following circumstances:

- The RAA receives permission from the RAA for the region where the unit is located;
- The RAA is administering a special MRVP initiative and is the only RAA in that area to administer Vouchers under the initiative; or
- As directed by DHCD.

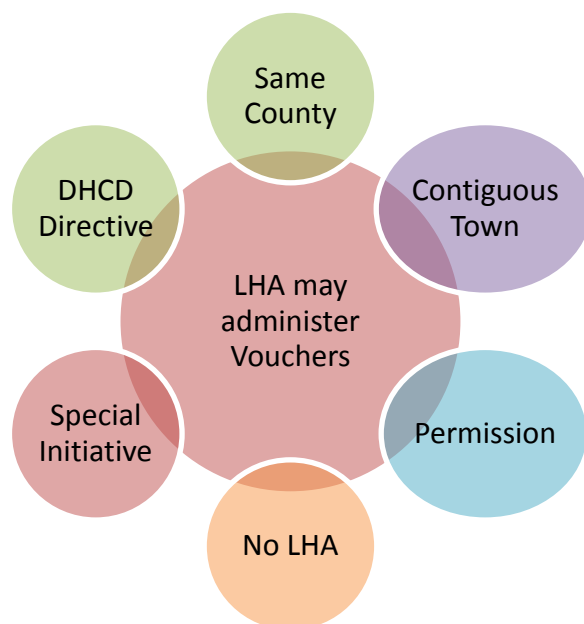
Notwithstanding the general rules described above, the Lynn Housing Authority must administer all Vouchers for all Contract Units located in Lynn.

Because leasing is a time sensitive process, it is most important that transfers happen as quickly as possible. The biggest factor in making sure that a transfer happens quickly and correctly is communication. AAs must communicate well with each other, Participants, Owners, and DHCD. The guidelines below are just that—guidelines. AAs may develop other efficient procedures to transfer Vouchers.

DHCD requires that a completed MRVP Mobile Voucher Transfer Form (*Exhibit 9.4*) be submitted to DHCD after each successful transfer. The receiving AA must also have a complete Participant file, with all vital documents, income and Household information, signed forms, and complete a full recertification of the Household prior to leasing.

#### 9.5.1 Role of Initial AA

The initial AA (the AA transferring out) shall have a valid RFPP before transferring a Participant. Before transferring, they must confirm that the receiving AA is willing to administer the Voucher. The initial AA shall notify both the Participant and potential



Owner in writing and by phone that the Voucher is being transferred and provide contact information for a staff member at the receiving AA. The initial AA may request Owner documents, negotiate rent, or request waivers from DHCD, but is not required to do so.

The initial AA shall include the following information in the transfer:

- MRVP Mobile Voucher Transfer Form;
- RFPP and any Owner documents;
- Most recent Voucher, signed by the Participant;
- Participant's initial MRVP application;
- Vital documents for the entire Household;
- Verification of approved CORIs and SORIs for all Household members over age 18;
- All income information, including statements of zero income, asset verification, and verification of deductions; and
- Any other relevant information.

All transfers must be mailed, faxed, or securely emailed (*See Chapter 18.4*).

#### 9.5.2 Role of Receiving AA

Once an AA receives a transfer, the receiving AA shall begin to process it immediately. The AA shall contact the potential Owner to obtain any necessary Owner information. The AA shall also notify the Participant that the transfer has been received by the AA. The receiving AA has final approval over all aspects of the leasing process, including determination of whether a Contract Rent is reasonable.

The AA must meet with the Household before the Lease is signed to gather all of the information required to complete a full recertification (although information may be verified after leasing). It is important that the receiving AA has updated releases of information and all other necessary paperwork prior to a Lease being signed. Many documents are agency specific, so current documents are critical to proper program administration. The receiving AA does not need to review CORI and SORI reports for Household members, unless there is cause to do so (*See Chapter 4.3.1*).

Once the transferred Participant successfully leases with the receiving AA, the AA shall submit the completed MRVP Mobile Voucher Transfer Form to the initial AA and DHCD. Once the Participant is successfully leased, the mobile allocation of the receiving AA will increase by one and the mobile allocation of the initial AA will decrease by one. Transfers permanently change a AAs total Mobile Voucher allocation number; it is key that DHCD is alerted of each successful transfer.

If a transferred Participant fails to lease with the receiving AA, the receiving AA shall send the completed MRVP Mobile Voucher Transfer Form back to the initial AA. The initial AA shall reissue the Voucher with an updated expiration date (*See Chapter 6.4*). DHCD does not need to be notified of unsuccessful transfers.

## 9.6 Lease [760 CMR 49.09(3)]

Owners may use any Lease of their choice for a Contract Unit, but the MRVP Lease Addendum (*Form 10.1*) must be attached. For Owners who choose, DHCD has an MRVP Model Lease (*Exhibit 9.5*) that may be used. Because the MRVP Model Lease does not contain all of the language in the MRVP Lease Addendum, the MRVP Lease Addendum still must be attached.

The Owner will prepare the Lease (or request the AA to prepare the MRVP Model Lease) and sign it with the Participant. The AA must receive a copy of the Lease, with the Lease Addendum attached. The Lease must include:

- Full address of the unit;
- Beginning and ending dates of the Lease term;
- Which party is responsible for utilities; and
- Contract Rent.

It is advisable that the Lease include the amount of any security deposit paid by the tenant and the Household composition.

### 9.6.1 Lease Dates [760 CMR 49.02]

MRVP Leases shall be for one year unless the Lease begins in the middle of a month. The AA must verify this. If the Lease begins in the middle of a month, the term may be for one year less the portion of the month prior to the Lease commencement date. The Lease can never be more than a year. If the Lease does not begin on the first of the month, the Tenant Rent Share and Voucher Payment will be prorated by the AA.



#### Example 9.4: Lease Term and Proration

Mayungbe moves into his new MRVP unit on May 13, 2015 and his lease begins the same day. The Contract Rent is \$1,000, his Tenant Rent Share is \$300, and the Voucher Payment is \$700. For the month of May 2015, Mayungbe should pay the Owner \$184 ( $\$300 / 31 \text{ days in May} = \$9.68 \text{ per day} \times 19 \text{ days} = \$184$ ) and the Voucher Payment is \$429 ( $\$700 / 31 \text{ days in May} = \$22.58 \text{ per day} \times 19 \text{ days} = \$429$ ). Mayungbe's lease will end on April 30, 2016.

The Lease should begin on the day the Participant actually moves into the unit. MRVP may only make Voucher Payments on behalf of a Participant for the period of time the Participant occupies the unit. The Owner and Participant should avoid delays between taking possession of

the unit (accepting keys) and actually moving into the unit, as the Participant may be liable for the entire Contract Rent for any period of time between the date they take possession of a unit or sign a Lease and the date that they move in. The Lease should be signed by both parties and submitted to the AA prior to move in (*See Example 11.1: Voucher Payments During Actual Occupancy*).

The AA must have a copy of all Participant Leases with the MRVP Lease Addendum and any other amendments attached.

#### 9.6.2 Signing the Lease

The AA should review the MRVP Lease Addendum with the Participant and Owner to make sure that each party understands their rights and responsibilities. This is especially important if a Participant is new to MRVP.

The Lease must state which party is responsible for utilities. For Mobile Vouchers only, the Participant shall only receive a Heat Deduction if it is indicated in the Lease that the Participant is responsible for heat.

Any portions of the Lease that do not conform to MRVP program requirements shall be void. Owners cannot apply additional requirements or treat MRVP Participants differently than unsubsidized tenants in the same development.

#### 9.6.3 Changes to the Lease

All changes to the Lease after it is signed by the Owner and Participant must be made in writing, mutually agreed upon, signed by both parties, and approved by the AA. The AA is the only agency that can make changes to the Contract Rent, Tenant Rent Share, Voucher Payment, and Household composition. All changes must be made in writing with 30 days' notice (if possible).

Additional agreements between the Owner and Participant may be cause for termination of the Lease, MRVP Voucher, and/or Voucher Payment Contract if they do not conform to MRVP requirements. Compliance with all state laws is required.





### *Example 9.5: Changes to the Lease*

Franklin has been living in a Contract Unit with his MRVP Mobile Voucher for several years. The Owner of the Contract Unit requests an increase in the Contract Rent, but it is denied by the AA. The Owner then tells Franklin that he must sign an agreement to give the Owner an additional \$75 per month in rent or the Owner will terminate Franklin's lease. Franklin refuses to sign the agreement because only the AA can change the Contract Rent or determine Franklin's Tenant Rent Share.

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All utilities are included in the Contract Rent for the unit Geralyn leases with the Mobile MRVP Voucher. Following a very harsh winter, the Owner of the Contract Unit decides to charge all tenants a \$50 "heat surcharge" per month from December through April. Geralyn refuses to pay the "heat surcharge" because, as stated in her lease, all utilities are included in the Contract Rent and only the AA can determine what Geralyn must pay to the Owner each month in Tenant Rent Share. The Owner may either request to increase the Contract Rent for the unit or ask Geralyn to sign a new lease at lease renewal where Geralyn is responsible for paying for heat.

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Ken has a Project Based Voucher and his lease stipulates that no pets are allowed without the Owner's written approval. Ken decides to adopt a kitten, but before he does so, he signs a pet addendum with the Owner. The pet addendum includes a clause that states that the tenant will pay an additional \$25 a month in rent, but Ken and the Owner strike this clause because it does not conform to MRVP requirements. The Owner must have AA approval before the Contract Rent may be increased. The pet addendum signed, attached to the lease, and a copy is sent to the AA.

## Chapter 10: MRVP Lease Addendum

The MRVP Lease Addendum (*Form 10.1*) helps ensure uniform program administration, lists appropriate tenant responsibilities, and helps protect the Participant and Owner from illegal or abusive practices. Although the AA is not a party to the Lease Addendum and cannot enforce it, the AA is often asked about the Lease Addendum and must be generally knowledgeable about it. While the AA may not give legal advice, the AA must be able to explain various clauses of the Lease Addendum.

The MRVP Lease Addendum will supersede the Lease if there is a conflict. However, the Lease Addendum includes only what is required by MRVP. The Owner's Lease may have additional requirements that the Participant must follow, so long as they do not directly conflict with the Lease Addendum. Also, the Participant is still bound by the terms of the Voucher, even if those terms are not specifically listed in the Lease Addendum.

The following sections mirror the sections of the MRVP Lease Addendum and provide detailed explanation of the Lease Addendum.

### 10.1 Massachusetts Rental Voucher Program (MRVP)

The first section of the Lease Addendum clarifies that the Head of Household, referred to as the "Tenant" in the Lease Addendum, is leasing the unit with assistance from MRVP. It also verifies that the Owner has signed a Voucher Payment Contract and that the AA will make Voucher Payments to the Owner.

### 10.2 Lease

The second section of the Lease Addendum states the Owner and Participant have a Lease, to which the Lease Addendum is attached. The terms of the Lease must be in accordance with the Voucher Payment Contract, and the AA must have a copy of the Lease.

The Lease Addendum also states that the Participant may enforce the Lease Addendum against the Owner. This means that the Participant has the legal right to enforce any terms of the Lease Addendum in a court of law.

### 10.3 Use of the Contract Unit

This section discusses who may live in the Contract Unit. Although the Lease is between the Owner and Participant, the AA retains the right to approve all Household members. Only Household members approved by the AA may live in the unit. The Head of Household must first get written permission from the AA and the Owner to add Household members, except through birth, adoption, or court ordered custody. The Contract Unit must be the Household's

only residence. The Participant may not sublease, sublet, assign the Lease, or transfer the right to occupy the Contract Unit to anyone.

#### **10.4 Total Contract Rent, Security Deposit, and Other Fees**

This section includes important stipulations affecting the amount of rent that can be collected. It limits the Contract Rent to the amount approved by the AA and clarifies that the sum of the Voucher Payment and the Tenant Rent Share may not be more than the Contract Rent. Any increases in Contract Rent must be requested by the Owner from the AA. Except in Project Based Units, the Owner may not increase the Contract Rent during the initial Lease term. At no point may the Contract Rent be more than is reasonable for the area or more than rent charged by the Owner for comparable unassisted, market-rate units at the same location, unless approved by DHCD.

In addition to the protections above, this section includes additional protections for the Participant. It reiterates that the Owner may only collect a security deposit that is less than or equal to one month's Contract Rent and that the Owner must follow the Massachusetts Security Deposit Law.

The Owner also cannot simply demand that the Participant assume payment of any utilities the Owner has agreed to pay under the Lease.

- To change the responsibility for payment of utilities, the Participant and Owner must agree to change the Lease in writing.
- If the Participant and Owner cannot agree at the end of the current Lease term, if the Participant is renting with a Mobile Voucher, the Owner may choose not to renew the Lease or offer to renew the Lease under different terms.
- It is important to note that only an Owner with Mobile Participants may only terminate the Lease to change payment of utilities if the Participant holds a Mobile Voucher. Section 9(b)(vii) of the Lease Addendum limits the Owner's ability to terminate the Lease of a Participant in a Project Based Unit to cases where the Participant has violated the Lease.

Unless specified in the Lease, the Contract Rent includes and the Owner cannot charge the Participant for:

- Housing services;
- Maintenance;
- Utilities;
- Appliances;
- Items customarily included in rent to Owner in the locality; or
- Items provided at no additional charge to unsubsidized tenants at the same location.

Charges for additional services, such as those listed below, must be listed in the Lease and be reasonable for the area.

- Key replacement;
- Parking;
- Laundry; and
- Storage.

The AA reserves the right to approve such charges. Any fees charged by the Owner must be the same as those charges to unsubsidized tenants at the same location.

Lastly, the Owner may not charge or accept, from the Household or any other source, any rent payments in addition to the Tenant Rent Share and Voucher Payment or in excess of the total Contract Rent.

### **10.5 Household Payment to Owner**

This section is of particular importance. It requires that the Participant pay only the portion of the Contract Rent not paid by the Voucher Payment. For so long as the Voucher Payment Contract remains in effect:

- The Participant is not liable or responsible for paying the portion of the rent covered by the Voucher Payment;
- The AA's failure to make a Voucher Payment, even if the AA is in violation of the VPC, is not a violation of the Lease; and
- The Owner cannot terminate the Lease because of non-payment of the Voucher Payment by the AA.

The AA may withhold Voucher Payments from an Owner for various valid reasons without terminating the VPC. There are provisions in the VPC stating that the Owner cannot then terminate the Leases of Participants or require that the Participant pay the Voucher Payment provide an important protection for Participants.

If the VPC is terminated, however, the Participant may be responsible for the entire Contract Rent and the Owner may choose to terminate tenancy if the Participant does not pay the entire Contract Rent.

Only the AA may determine the amounts of the Tenant Rent Share and Voucher Payment. The Owner and/or the Participant cannot decide what the Tenant Rent Share should be. As explained above, the Owner cannot request that the Participant pay extra money in addition to the Tenant Rent Share, other than for permitting charges for additional services to the extent allowed under Section 4 of the Lease Addendum.

Lastly, the Owner must immediately return to the Participant any excess rent paid by the Participant. This happens frequently when a Tenant Rent Share is retroactively lowered and is discussed further in Chapter 18.2.

## **10.6 Maintenance, Utilities, and Other Services**

The section further defines the Owner and Participant responsibilities for maintenance of the Contract Unit. Unless otherwise specified in the Lease, the Owner by default must provide for all utilities, supply and maintain all appliances, and otherwise ensure that the Contract Unit is in compliance with the State Sanitary Code.

That said, there are a few situations where the Owner is not responsible for a breach of the minimum standards of fitness of human habitation, such as:

- If the Participant is responsible for a utility and it is a shut-off for non-payment;
- If the Participant is responsible for a utility and does not get it turned on;
- If the Participant is responsible for an appliance and it is not working or the tenant does not supply it; or
- If the Participant or their Guest damages the unit beyond normal wear and tear.

Regardless of who is responsible for a utility or specific damage, issues with either must be addressed. Failure to keep the unit maintained with all necessary appliances in good working order and all utilities on is a violation of the Lease. Violation of the Lease is cause for termination from MRVP or termination of the VPC. Either party, the Owner or the Participant, may terminate the Lease if the other fails to maintain the unit as required in the Lease.

Lastly, the Owner must provide all housing services agreed to in the Lease.

## **10.7 Lease Term**

Section 7(a) of the Lease Addendum makes any Lease automatically renew with the same terms and conditions unless the Lease is terminated in writing by the Owner or the Participant 60 days prior to the renewal date. No specific reason is needed for termination of a Lease by a Participant or by an Owner if the Participant has a Mobile Voucher. If the Lease is terminated, the Owner and Participant may extend it on a month-to-month basis while the Participant is looking for another unit. Note that the Participant is still bound by the 120 day Voucher Search Period, but they may stay in the Contract Unit with continued Voucher Payments if the Owner agrees and the AA approves (*See Chapter 13.2.1*).

In Project Based Units, Owners may only terminate the Lease because of Lease violations by the Participant, even at the Lease renewal date.

The Owner and Participant may mutually agree to terminate the Lease at any time, including during the initial Lease term (the first year of the Lease). 30 days' notice to the AA is preferred. The AA may accept mutual terminations with less notice, based on the specifics of the situation. Chapter 13.1 further discusses Lease termination.

## **10.8 Sale of the Contract Unit**

When a Contract Unit is sold or transferred while a Participant still has a valid Lease, the new Owner automatically takes over the obligations of the old Owner under the Lease, Lease Addendum, and Voucher Payment Contract. If the selling Owner voluntarily sells, assigns, or transfers its interest in the Contract Unit, unless tenancy has been previously terminated, the selling Owner must require the new Owner, assignee, or transferee to assume the obligations of the Lease, in writing, prior to the sale, assignment, or transfer, and must immediately send a copy to the Participant and AA. While the new Owner may prefer to sign a new Lease with the Participant, the new Owner cannot require the Participant to do so and both the Participant and Owner are still bound by all terms of the original Lease and MRVP Lease Addendum.

## **10.9 Termination of Tenancy by Owner**

The Owner may only terminate the Lease for reasons listed in the Lease Addendum. See also Chapter 13.1.2 for further discussion of Lease terminations by Owner.

During the term of the Lease (initial Lease term, automatic renewal, or extension), the Lease may be terminated for the following reasons:

- Non-payment of the Tenant Rent Share;
- Interference with the rights of other tenants;
  - This includes disturbing neighbors or otherwise interfering with the rights of other tenants to peacefully enjoy their apartments.
- Causing serious damage to the leased premises or common areas;
- Posing a threat to the health or safety of other tenants or the Owner;
  - This includes criminal activity and/or use of illegal substances.
- Substantial breach of any material covenant or condition of the Lease, including all attachments;
  - This is a catch-all that would include terms specific to the Owner's Lease.
- If the leased premises or any part thereof of the whole or a substantial part of the building are made uninhabitable by fire, flood, or other natural disaster, or taken by eminent domain; and
- Other good cause (as defined in Section 9(c) of the Lease Addendum).
  - Only the Leases of Participants with Mobile Vouchers may be terminated for other good cause.
  - Leases of Participants with Project Based Vouchers may not be terminated for other good cause.

Other good cause may include:

- The Participant's failure to accept the Owner's offer of a new Lease or a Lease revision; or
- The Owner's desire to use the Contract Unit for personal or family use.

The examples of other good cause given do not preempt any State or local laws to the contrary.

In deciding to terminate the Lease, the Owner has to make a determination about what kind of conduct is a "threat to health and safety," or is a "substantial breach" of a "material covenant" or other "good cause." If the Owner pursues eviction, it will be up to the court to interpret these Lease terms in light of the Participant's actions.

The Owner must provide at least 30 days advance written notice to the Participant and the AA prior to any Lease termination other than the following special circumstances:

- Terminations due to non-payment of rent require only 14 days advance written notice; and
- Advance written notice is also not required if the Contract Unit becomes uninhabitable.

The Owner may only evict the Participant through court action and shall give the AA copies of any notices provided to the Participant.

#### 10.9.1 Protections for Victims of Abuse

The Lease Addendum contains protections for victims of domestic violence, dating violence, and stalking. Nothing in this section of the Lease Addendum shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking. See Chapter 18.5 for further discussion of the Violence Against Women Act (VAWA).

- A Participant cannot be evicted or have their Lease terminated simply because of acts of domestic violence.
- An Owner and/or AA has the authority to terminate the Lease and/or MRVP participation if they can demonstrate an actual and imminent threat to the safety of other tenants or AA employees. However, as discussed in Chapter 18.5, the AA should only take such actions where there are no other actions that could be taken to reduce or eliminate the threat.
- If the above is not true, a Participant generally cannot be evicted or have their Lease terminated due to criminal activity that is related to domestic violence, even if the perpetrator of the domestic violence is a Household member or Guest, provided that a Household member is the victim of the criminal activity.

- A Lease and/or Voucher may be “bifurcated” to remove the perpetrator of domestic violence without terminating the Lease and/or MRVP participation of the entire Household.
  - “Bifurcating,” or splitting, the Lease is a tool that can be used to preserve tenancy and protect a Participant from abuse.
  - Bifurcating the Lease allows the Owner to remove a Household member, without their permission, if that person is a perpetrator of domestic violence, dating violence, or stalking against another Household member.
  - The perpetrator does not need to be officially terminated from MRVP. The AA only needs to send a confirmation letter that the Household member has been removed (*See Chapter 16.3.2*).



#### *Example 10.1: Bifurcating a Lease*

Rieko lives in an MRVP Project Based Unit with her two children and boyfriend. Her boyfriend is abusive and Rieko obtains a restraining order against him.

Rieko gives a copy of the restraining order to the Owner of her unit and to the AA. The Owner removes the boyfriend from the lease and changes the locks for Rieko. Rieko feels like these actions are enough to protect her safety. The AA removes the boyfriend from the Household composition and recalculates Rieko’s Tenant Rent share.

Because Rieko is a victim of domestic violence, the AA and Owner can remove her boyfriend, the abuser, from the lease and Household composition without his permission (*See Chapter 18.5*).

- The AA and Owner have the ability to honor court orders addressing the rights to access or control property, including restraining orders.
- The Owner and/or AA may still terminate the Lease and/or MRVP participation of the victim of domestic violence for reasons not related to the abuse.
- The Owner and/or AA must treat all tenants and/or MRVP Participants the same and cannot hold victims of domestic violence to a higher standard than other tenants and/or Participants.

## **10.10 Termination of Tenancy by Tenant**

A Participant must have approval from the AA prior to terminating their Lease, unless the reason for Lease termination is domestic violence.



A Participant may terminate the Lease for cause, which may include:

- Housing safety violations under the State Sanitary Code;
- Reasonable accommodation due to a Household member's disability;
- Domestic violence, which does NOT require prior AA approval; and
- Other reasons as allowed by law.

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

See Chapter 13.1.3 for further discussion.

#### **10.11 Lease: Relation to the VPC**

If the Lease of a Participant with a Mobile Voucher is terminated for any reason, the VPC automatically terminates on the same date. The termination of the Lease of a Participant with a Project Based Voucher has no effect on the Project Based VPC.

#### **10.12 AA Termination of Assistance; Subsidy Subject to Appropriation**

Provision of Voucher Payments in accordance with the Lease and the Lease Addendum is subject to the appropriation of funding for MRVP by the Massachusetts Legislature, and the release of such funds to DHCD and the AA by the Executive Office of Administration and Finance. The AA may terminate the Household's participation in MRVP if it does not have enough funds to make Voucher Payments on behalf of the Household. In the event that DHCD receives insufficient funds to honor all VPCs, DHCD may direct the AA to terminate the Household's participation in MRVP. DHCD could also take other actions consistent with the MRVP Budget Line Item language or other applicable law. For example, DHCD could direct the AA to reduce MRVP Contract Rent levels to preserve the same number of vouchers based on the reduction in appropriation.

#### **10.13 Prohibition of Discrimination**

This section reiterates the legal requirement that the Owner must not discriminate against any person because of race, ethnicity, color, religion, sex, national origin, age, familial status, marital status, sexual orientation, ancestry, genetic information, gender identity, veteran status or membership in the armed forces, receipt of public assistance, or disability in connection with the Lease (*See Chapter 3*).

#### **10.14 Conflict with Other Provisions of the Lease**

This section reiterates that the terms of the Lease Addendum are prescribed by DHCD (as opposed to the AA) in accordance with state regulations as a condition of housing assistance for

the Participant under MRVP. Because the terms of the Lease Addendum are not prescribed by the AA and are in accordance with state regulations, the AA may not modify or waive them.

In case of any conflict between the provisions of the Lease Addendum and any provision of the Lease or any other agreement between the Owner and the Participant, the provisions of the DHCD-required Lease Addendum control.

As an example, because the MRVP Lease Addendum states that the Lease will automatically renew, the Lease will not end unless terminated in accordance with MRVP requirements, regardless of any conflicting provisions in the Owner's form of Lease. Similarly, the requirements in the Lease Addendum regarding notice for Lease termination must be satisfied even if the Owner's Lease calls for less notice to the Participant.

In cases where the Lease Addendum is silent, the Owner's Lease prevails. Because an Owner's Lease often contains provisions that are not covered by the MRVP Lease Addendum, it is important that Participants carefully read the entire Owner's Lease, as well as any notices received from the Owner for Lease violations. Any eviction for Lease violation will affect a Participant's eligibility for MRVP, so long as those requirements are not in conflict with the Lease Addendum (*See Chapter 6.2 and 17.6.3*).

The Lease Addendum is also severable, meaning that if a judge finds one piece of the Lease Addendum to be invalid, the rest of the Lease Addendum still applies. This provision comes into play only if the Lease Addendum is challenged in court, but is important nonetheless.

Lastly, the Lease Addendum names six provisions that shall be void if included in the Lease. This means that even if included in the Lease, the Participant:

- Does not give prior consent that the Owner automatically wins any judgment brought against the Participant in court;
- Does not agree that the Owner may seize their property without going to court;
- Does not waive their right to hold the Owner legally responsible for negligence, intentional tortious acts, or breach of contract;
- Does not agree that the Owner may evict them without going to court;
- Does not waive their right to a trial by jury or to appeal a court's decision; and
- Does not agree to automatically pay the Owner's legal fees or other costs associated with a lawsuit.

## **10.15 Changes in Lease or Rent**

The Participant and Owner may not make any change to the Lease Addendum. The Owner and Participant may make changes to the Lease, if the changes are mutually agreed upon and in accordance with MRVP requirements. The AA must receive a copy of any changes immediately. Changes to Contract Rent must be made in accordance with procedures in Section 4 h–k of the Lease Addendum.

The AA, however, may make changes to the Lease or Lease Addendum as required by federal or state statutes, regulations, or MRVP requirements. The most frequent changes are to the Tenant Rent Share, Voucher Payment, Contract Rent, and Household composition. The AA shall endeavor to give 30 days' advance written notice for any Lease changes. Most increases in Tenant Rent Share require 30 days' advance written notice.

## Chapter 11: The Voucher Payment Contract

The Voucher Payment Contract (*Form 11.1*) must be signed by the Owner and AA before any payments can be made on behalf of a Participant [760 CMR 49.06(3–4), 49.07(3–4), 49.09(2)]. The AA shall verify that the Owner does indeed own the property prior to entering into a Voucher Payment Contract (*See Chapter 9.4.2*).

The body of the Voucher Payment Contract (VPC) is largely the same for both Mobile and Project Based Units, but a Project Based VPC covers all of the Project Based Units within a project or property, while a VPC for a Mobile unit covers only that unit. A Project Based VPC must have Appendix A attached that identifies the project name and address, the type of MRVP PBV(s), total number of MRVP PBV units in the project by unit type and size, and identifies the individual units covered by the Project Based VPC (*Form 11.2*).

Appendix B (*Form 11.3*) is used for some Project Based Vouchers with supportive services attached.

Below is a detailed analysis of the VPC.

### 11.1 Purpose

The VPC is the contract between an Owner and an AA that describes the obligations of the Owner and AA and allows Voucher Payments to be made to an Owner. Note that even if no Voucher Payments are being made on the Participant's behalf (the Tenant Rent Share is equal to or more than the Contract Rent), a VPC still must be signed.

### 11.2 Contract Unit(s) & Term of Contract

This section is broken into separate parts for Mobile Vouchers and Project Based Vouchers.

#### 11.2.1 Mobile Vouchers

The VPC lists both the specific address of the Contract Unit and the Participant's name. The VPC is only valid if the Contract Unit is occupied by the specific Participant listed. The AA shall stop making Voucher Payments to the Owner when the Participant vacates the unit. The AA has no obligation to provide a replacement tenant to the Owner.

The term of a VPC for a Mobile Voucher Participant begins on the same date that the Lease for the Contract Unit begins. The term is identical to the Lease term and automatically renews with the Lease unless terminated with 60 days advance written notice. Note that Owners are not entitled to Voucher Payments simply because the VPC term has started, as further explained in Section 11.4.

If the Lease is terminated, the VPC terminates as well.

### 11.2.2 Project Based

The VPC lists only the name of the project. Individual Contract Units are listed in Appendix A of the VPC. Because the Voucher is assigned to the unit, as opposed to the Participant, as long as the Owner is in compliance with the VPC, assistance will remain available to the Owner for the Contract Unit(s) listed in Appendix A. This is also why the VPC for Project Based Units does not list any specific Participants. Participants shall be selected by the applicable Tenant Section Plan (*See Chapter 5.3*).

The term of the VPC begins on the date written in the VPC. For new projects, this date should be the Effective Date of the first Lease for a Contract Unit. Voucher Payments may begin on the Effective Date of the VPC and once the Contract Unit is occupied by a Participant.

The Owner and AA, in consultation with DHCD, may set the length of the VPC from one to 15 years. At the end of the term, the Owner and AA may choose to renew the VPC for one to five year terms. An AA must receive DHCD approval prior to notifying a Project Based Owner that the AA does not intend to renew the VPC.

The sale of the Owner's property or termination or transfer of the VPC requires review pursuant to M.G.L. Chapter 40T (*See Chapter 18.1.1*). The AA shall contact DHCD in the event a Project Based Owner wants to terminate, transfer, or reduce the VPC.

### 11.3 Lease

The Mobile and Project Based Owners must enter into a Lease for the Contract Unit(s) listed in the VPC (or Appendix A) for a minimum term of one year, unless:

- Otherwise authorized by DHCD.
- A Lease is signed mid-month and the Lease is slightly less than one year (*See Chapter 9.6.1*).

The MRVP Lease Addendum must be attached to the Lease. The Lease does not relieve the Owner of its legal obligations or provide for indemnification (compensation or damages) to the Participant if the Owner breaches its legal obligations.

### 11.4 Voucher Payments

The AA shall make Voucher Payments directly to the Owner. The AA may allow the Owner to name another party to whom payments will be made on behalf of the Owner (for example, a property management agent), but all designations must be made in writing.

Voucher Payments shall only be made during the actual period of occupancy for program eligible Participants, subject to the following:

- The entire Household may be out of the Contract Unit for up to 30 days, consecutively or collectively, without the Contract Unit being considered vacant and the Owner may receive Voucher Payments for that time period.
- If the Participant vacates the Contract Unit mid-month without notice, the AA may choose to recoup Voucher Payments made for the part of the month the Participant was not in the Contract Unit.
- Regardless of the Effective Date of the Lease and/or VPC, the AA may generally only make Voucher Payments during the actual period of occupancy. Participants should move into the Contract Unit on or as close to the Lease Effective Date as possible. Differences of more than a few days may lead to the Participant being responsible for the entire Contract Rent for that time period.
- The AA may also only make Voucher Payments for the period of occupancy after the Effective Date of the Lease and/or VPC. In other words, if the Participant moves in before the date of the Lease and/or VPC, the Participant may be solely responsible for payment of the Contract Rent for the period before the Effective Date of the Lease and/or VPC, whichever is later.
- If a Participant is terminated from MRVP, the AA shall make no Voucher Payments past the termination Effective Date, regardless of whether or not the Participant continues to occupy the Contract Unit.

The AA may not make payments for:

- Vacancy losses;
- Damage claims;
- Participant's share of any rent arrearage; or
- Any other fee or charge owed by the Participant.

The Owner may not charge MRVP Participants more rent than non-subsidized, market-rate tenants in the same building. The AA shall review this when approving Contract Rents as part of reviewing rent reasonableness.

The amount of the Voucher Payment may change and if so, the AA must alert the Owner and Participant in writing. If possible, the AA shall give the Owner and Participant at least 30 days advance written notice prior to any changes in the Voucher Payment, Tenant Rent Share, or Contract Rent.



### *Example 11.1: Voucher Payments During Actual Occupancy*

Marcos is moving into a new unit with his Mobile Voucher. On March 1, Marcos signs the lease, which begins that day, and receives the keys. Marcos doesn't move into the apartment until March 3 because of delays with the moving company. The AA may begin Voucher Payments on March 1.

—

Glen is scheduled to move into a Project Based Unit on April 1. He signs the lease, which begins on April 1, on March 25. Glen then goes to visit family and does not return until April 8. He picks up his keys that day and begins to move his belongings into the Contract Unit. The AA may not begin Voucher Payments until April 11, despite when the lease begins. Glen may be liable for the entire Contract Rent between April 1 and April 11.

—

Warren moved into a Contract Unit on August 1, and the AA began making Voucher Payments on August 1. On the first of October, the AA makes the Voucher Payment for Warren for October. On October 17, Warren vacates the Contract Unit without notice. The Owner and AA are not made aware of the situation until November 20. The AA must recoup the Voucher Payment made for November because Warren did not live in the Contract Unit for any part of November. The AA may also choose to recoup the Voucher Payment made for October 18 – October 31 because Warren vacated the Contract Unit without notice mid-month and the Voucher Payment was already made to the Owner.

—

Livia is issued a Mobile Voucher and signs a lease for a Contract Unit. The lease is effective February 1. On January 17<sup>th</sup>, the Owner allows her to move in early because repairs to the unit were completed early. The Owner then asks the AA for Voucher Payments for January 17–31. The AA is unable to make those Voucher Payments because they would be for a time period prior to the lease Effective Date.

By accepting the Voucher Payment, the Owner is verifying that:

- The Owner has received the full Voucher Payment on behalf of a specific Participant;
- The Contract Unit is in compliance with the State Sanitary Code;
- The Contract Unit is leased to the Participant named in the Lease and not a different tenant;
- The amount of the Voucher Payment is not more than the amount of the Contract Rent;
- The Owner is not charging more than the Contract Rent agreed to in the Lease or subsequent revisions;
- The Participant and AA do not own or have any financial interest in the Contract Unit;
- The Owner is not receiving additional rental assistance for the same Participant for the Contract Unit during the month for which the Voucher Payment was made; and
- The Participant's Household occupies the Contract Unit as their sole residence, to the best of the Owner's knowledge.

Acceptance of the Voucher Payment when all of the above is not true is a breach of the VPC and the AA shall have cause to terminate the VPC.

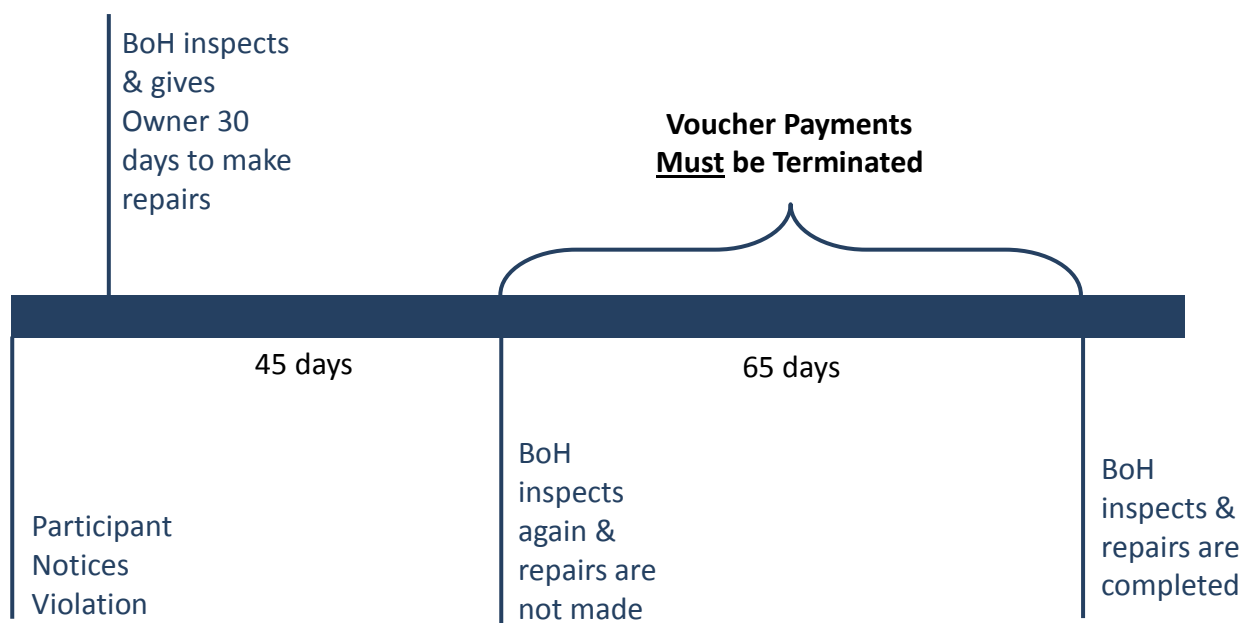
### 11.5 Maintenance, Operation, and Inspection

This section contains additional information on the condition of the Contract Unit. Unless otherwise specified in the Lease, the Owner must provide all utilities, supply and maintain all appliances, and otherwise ensure that the Contract Unit is in compliance with the State Sanitary Code.

DHCD, including an AA acting on its behalf, has the right to conduct audit inspections of the property to ensure compliance with the State Sanitary Code and the Owner is providing all utilities and services specified in the Lease and/or VPC.

The Owner must provide verification that the Contract Unit is in compliance with the State Sanitary Code prior to Participant move-in. The Owner must also provide verification that the Contract Unit is lead-safe, if a child under the age of 6 will live in there (*See Chapter 9.3*). Until the verification is received, the AA should not enter into a VPC or begin making Voucher Payments.

If after move in a code enforcement agency determines that the Contract Unit violates the State Sanitary Code and/or lead paint laws, if a child under the age of 6 resides in the Contract Unit, and the Owner does not correct the violations within the time frame given by the code enforcement agency, the AA must terminate Voucher Payments for the Contract Unit. Voucher Payments must be withheld until the Contract Unit is verified to be in compliance again. The AA cannot make Voucher Payments for the period that the Contract Unit was determined to be out of compliance, even retroactively.





The AA may also terminate the VPC if a Contract Unit is not in compliance with the State Sanitary Code, but is not required to do so in all cases. Decisions must be made on a case-by-case basis in a consistent manner. AAs shall consider the extent and severity of the violations, the wishes of the Participant, any corrective action taken by the Owner, and the threat to the health and safety of the Participant.



#### *Example 11.2: Voucher Payments and State Sanitary Code Compliance*

Bruce lives in a Contract Unit with his Mobile Voucher. The roof leaks and drips water into his kitchen and there is water damage to the kitchen ceiling and floor. Although Bruce has asked, the Owner does not make any repairs. Bruce calls the Board of Health in mid-June when the kitchen floor becomes spongy and black mold develops. The Board of Health cites the Owner and gives them one month to completely stop the leak, repair all damage, and safely remove the black mold.

Bruce's Owner makes minimal repairs, but after a bad storm in mid-August, the leak begins again. Bruce calls the Board of Health back and they again cite the Owner, giving him another month to bring the Contract Unit into compliance.

Bruce forwards both inspection reports to the AA. The AA stops Voucher Payments beginning September 1. The AA considers terminating the VPC, but the Owner has made some repairs to the Contract Unit and Bruce absolutely does not want to move.

The Owner completely replaces the roof in October and forwards verification, dated October 20, from the Board of Health that the Contract Unit is in compliance with the State Sanitary Code. The AA begins making Voucher Payments again effective October 20. Although the Owner requests the withheld Voucher Payments for the period from September 1 through October 20, the AA cannot release them because the Contract Unit was not in compliance with the State Sanitary Code during that time period.

## **11.6 AA Responsibilities**

The AA shall:

- Verify that the Participant is eligible for MRVP at least annually and more often, as needed;
- Make Voucher Payments to the Owner on behalf of MRVP eligible Participants on or about the first of each month;
- Terminate the Participant's participation in MRVP if no longer eligible;
- Terminate Voucher Payments to the Owner if the Participant vacates the unit, becomes ineligible, or is terminated from MRVP; and
- Suspend or terminate Voucher Payments if the Owner has failed to fulfill any obligation in the VPC, including, but not limited to:

- Failing to maintain the unit in compliance with the State Sanitary Code; and
- Requesting or accepting payments for rent or use and occupancy of the Contract Unit from the Participant or another party in excess of the amount approved by the AA.
- The AA may also terminate the VPC for the reasons listed above, but is not required to so. Each situation must be carefully considered.

### **11.7 AA and DHCD Access to the Premises and Owner's Records**

The Owner shall provide any information that the AA or DHCD reasonably requires in regard to the VPC. The Owner shall also allow the AA, DHCD, or any representatives to have access to any of the Owner's books, documents, papers, and records to the extent necessary to determine compliance with the VPC.

The Owner shall inform the AA of any changes to affordability restrictions under programs other than MRVP that affect the Contract Unit and/or property.

### **11.8 Right of AA If Owner Breaches the Contract**

Any of the following is a breach of the VPC:

- The Owner has violated any obligation under the VPC;
- The Owner's certifications in Section 4(d) of the VPC are false when made, which includes, but is not limited to, the date that the Owner accepted a Voucher Payment (*See 11.4*); or
- The Owner has committed any fraud or made any materially false statement to the AA or DHCD in connection with the VPC or has committed fraud in connection with any other rental assistance program.
  - Many AAs maintain a list of Owners with which the agency will not work, whether it's due to fraud, threats against AA staff or Participants, concerns about maintenance of units, or other valid reasons. If an Owner is banned from participating in another rental assistance program that the AA administers, the AA may also ban the Owner from MRVP participation.

If the AA determines that the Owner breached the VPC, the AA shall notify the Owner in writing. The written notification shall include:

- The clause of the VPC that the Owner breached;
- The Owner's breach of the VPC explained in plain language;
- Any corrective action the AA deems necessary;
- Timeline by which any correction action must be taken, if applicable;
- Any reduction or termination of Voucher Payments; and
- Date of termination of the VPC, if applicable.

If the Owner breaches the VPC, the AA may take any or all of the following corrective actions:

- Recover overpayments;
- Termination of Voucher Payments;
- Reduction of Voucher Payments;
- Termination of the VPC;
- Appropriate injunctive relief;
- Damages; and
- All other legally available relief.

If the AA exercises or chooses not to exercise any of the corrective actions above, the AA does not waive the right to exercise any other corrective active, right, or remedy at any time. For example, if the AA terminates the VPC, the AA retains the right to, in the future, recover overpayments and seek appropriate injunctive relief.

Whether an AA chooses to terminate a VPC based on a particular violation is the AA's own decision, and where the VPC relates to a Mobile Voucher, is not subject to approval by DHCD. However, AAs shall make these decisions on a fair and consistent basis. Termination of a VPC often forces a Participant to move, because they cannot afford the entire Contract Rent without assistance. AAs shall carefully consider the disruption to Participants and weigh it against the integrity of MRVP. If a VPC is terminated, the AA should provide housing search assistance to Participants, to the extent that the AA is able to do so.

Because one VPC covers all of the Contract Units at a Project Based location, terminating the VPC with a Project Based Owner is a significant action that can impact many Households. AAs must consult with DHCD prior to terminating or reducing the number of Contract Units covered by a VPC with a Project Based Owner.

The AA must alert the Participant if Voucher Payments are being withheld and/or the VPC is terminated.

### **11.9 AA Relation to Third Parties**

This section explains the significance of three important legal clauses in the VPC. If the AA needs to enforce these clauses, legal counsel will likely be involved.

1. The AA is not responsible for or liable to any person who is injured as a result of the Owner's action or failure to act in connection with the implementation of the VPC, or as a result of any other action or failure to act by the Owner.

The classic example of this is that the AA is making Voucher Payments to an Owner and the Contract Unit is not in compliance with the State Sanitary Code and the Participant suffers damages. The AA is not liable for any of those damages.

2. The Owner is not an agent of the AA, and the VPC does not create any relationship between the AA and any lender to the Owner or any suppliers, employees, contractors, or subcontractors used by the Owner in connection with implementation of the VPC. This clause means that if an Owner collects Voucher Payments, but then does not pay contractors, subcontractors, property management agents, or the mortgage on the property, none of those parties may seek payment from the AA.
3. Except as otherwise specifically provided, nothing in the Contract shall be construed as creating any right of a tenant or other third party (other than DHCD) to enforce the terms of the VPC.

Especially in cases of non-compliance with the State Sanitary Code, a Participant may try to terminate the VPC or stop Voucher Payments. However, only the AA or DHCD may enforce the VPC.

#### **11.10 Transfer of Contract**

If there is a change in ownership of a property subject to a VPC, the new Owner is obligated to comply with the VPC and is not required to sign a new VPC with the AA. The new Owner may want to sign a new Lease with the Participant(s) at the property and/or a new VPC with the AA, but is not required to do so (*See Chapter 10.8*).

#### **11.11 Funding Availability**

MRVP funds are subject to appropriation by the Massachusetts Legislature, and the release of such funds by the Executive Office of Administration and Finance (*See Chapters 6.2.3 and 10.12*).

#### **11.12 Rent Adjustments**

The Owner may receive an increase in the Contract Rent no more than once in any 12 month period. For both Project Based and Mobile units, the Contract Rent cannot be increased in the first year of the initial VPC, which may cover a multi-year period.

The Contract Rent for Project Based Units can be raised during the first year of a specific Participant's Lease because the Contract Rents for an entire property are normally increased at one time, regardless of when Participants move out and new Participants move in.

All Contract Rent increases must be rent reasonable. Chapter 12 describes rent reasonableness and Contract Rent increases in detail.

The property and units must be maintained and in good condition prior to any Contract Rent increase. The AA and DHCD reserve the right to do annual inspections.

### **11.13 Entire Agreement: Interpretation**

The VPC constitutes the entire agreement between an Owner and AA. No changes may be made to the VPC except in writing signed by the Owner and AA; however, the AA shall not make changes to the VPC, unless instructed to do so by DHCD.

The entire contract shall be interpreted and implemented in accordance with the laws of Massachusetts.

### **11.14 Appendix A (Project Based Vouchers Only)**

Appendix A (*Form 11.2*) shall be attached to any VPC that covers Contract Units with Project Based Vouchers. The VPC covers all Project Based Units at a property, while Appendix A lists the specific units under contract.

Appendix A lists the project name and address. Appendix A then identifies the type of MRVP PBV(s) at the project (*See Chapter 1.4.3*). DHCD can verify the type of MRVP PBV at a project if the AA is unsure.

The unit mix at the property and for the MRVP PBV(s) is then outlined. The MRVP PBV(s) are then listed individually. The number of bedrooms, number of bathrooms, square feet in the unit, and mobile and sensory accessibility are also listed for each unit. Generally, the same units will remain under contract, but Owners occasionally may have to switch units within a development. This is allowable if the units are of the same size and the Contract Rent is the same. An Owner must request AA approval to transfer a PBV from one unit to another. All PBV transfers must be approved and documented by the AA. The AA must notify DHCD prior to any transfer and DHCD reserves the right to review or reject any such transfers. An updated Appendix A shall be prepared and attached to a Project Based VPC whenever the covered units have changed.

For ease of administration, Appendix A lists the percentage of income Participants pay in Tenant Rent Share (*See Chapter 7.3*). The Contract Rents for MRVP PBV(s) are also listed by bedroom size, as well as who is responsible for specific utilities. Lastly, Appendix A lists any preferences, income restrictions, and waivers for the project. This can serve as a quick reference for the AA and/or Owner. Both parties are still required to have the tenant selection plan for the project, if one exists (*See Chapter 5.3*), and a general understanding of the administration of the MRVP PBV(s) at the project.

Appendix A must be signed by the Owner and AA. If Appendix A is revised, the revised version shall supersede all previous versions.

### **11.15 Appendix B (Project Based Vouchers with Supportive Services Only)**

Appendix B (*Form 11.3*) shall be attached to some VPCs that cover PBV(s) with supportive services attached. DHCD can confirm if Appendix B is necessary.

MRVP supportive service dollars are only awarded by DHCD through competitive funding rounds and can only be applied to units receiving specific awards for services through those funding rounds. If used, the AA is responsible for paying the subsidy for supportive services to the Owner. The subsidy for supportive services can vary from \$1,500 to \$2,500 per unit per year. The AA will be notified of the amount of the service dollars by copy of the award letter sent to the Owner.

Payment for supportive services will be made monthly in the amount of \$125 to \$208.33, depending on the total annual subsidy for supportive services. Payment for supportive services will not be pro-rated based on occupancy. Rather, the full monthly rate will be made if the unit is occupied for at least one day during any calendar month. Payments for supportive services will not be made if a unit is vacant for the entire calendar month. No more than \$125 to \$208.33, depending on the annual subsidy for supportive services, can be paid for any one unit for any one month. If payments are made in error on a unit that has been vacant for a full calendar month, they can be rescinded retroactively, if appropriate.

AAs are responsible for ensuring that payment for supportive services is made accurately. AAs are not responsible for monitoring supportive services. No supportive services payments shall be made if a valid VPC, including Appendix A and B, is not in place.

## Chapter 12: Rent Reasonableness and Rent Increases

All rents charged for units paid for in part by MRVP subsidies must be reasonable. Rent reasonableness is determined at different times based on the Voucher type and plays an important, but different role, in determining Contract Rent increases for Mobile and Project Based Vouchers.

### 12.1 Determining Rent Reasonableness

Contract Rents must be reasonable. The AA may determine rent reasonableness through the Rent Reasonableness Checklist and Certification Form (*Exhibit 9.2*). Rent reasonableness shall be determined by comparing the unit to other non-assisted units in the area. Amenities, unit size, unit quality, and included utilities can affect rent reasonableness. Rent reasonableness shall be determined in a fair and consistent manner and an Owner may request documentation of why a rent was not approved.

The AA shall provide information on three similar unassisted units, either on the form or as an attachment. The AA will then approve none, some, or all of the rent increase requested based on whether the increase is rent reasonable. The AA shall notify the Owner of its decision and, if requested, provide verification of rent reasonableness. The AA shall determine the appropriate rent increase, if any, within 30 days of the request.

### 12.2 Rent Levels and Increase Amounts—Project Based Vouchers

The Contract Rent for Project Based Vouchers is set at the time the Voucher Payment Contract is signed. DHCD controls the timing and amount of rent increases for most projects. In early 2015, DHCD raised the Contract Rent for most of the Project Based Voucher portfolio. The rents for certain projects, like those funded through 13A and 236, are regulated by agencies other than DHCD, but in any event, Contract Rents cannot exceed levels set by DHCD.

#### 12.2.1 Rent Increases

For Project Based Units, Contract Rent increases are applied to an entire project at once. All Contract Rent increases must be requested from the AA by the Owner. The request must include the DHCD Rent Reasonableness Checklist and Certification Form (*Exhibit 9.2*) or a similar form. For projects that have numerous kinds of units (various bedrooms sizes, differences in accessibility), the DHCD Rent Reasonableness Checklist and Certification Form must be completed for each type of unit (for example, one form for each bedroom size).

Owners may request an increase at any time after the first year of the initial Voucher Payment Contract. Contract Rent increases can only be approved once in any twelve (12) month period and not within the first year of the initial Voucher Payment Contract. Because Contract Rent

increases are typically applied to an entire project at once, the Contract Rent may be increased during the first year of any individual Participant's Lease.

Although MRVP is a state-funded program, the maximum allowable increase cannot exceed current Operating Cost Adjustment Factors (OCAFs) and must be rent reasonable. OCAFs are determined annually by HUD and released via the Federal Register each fall. OCAFs are meant to represent the cost increases necessary to maintain properties; while HUD issues OCAFs for the Section 8 program, DHCD uses the HUD-published OCAFs as the basis for determining whether a cost increase is appropriate for an MRVP Contract Rent. More information about OCAFs can be found on [hud.gov](http://hud.gov). The current OCAF for Massachusetts is 1.8%.

### **12.3 Rent Levels and Increase Amounts—Mobile Vouchers**

Contract Rents for Mobile Vouchers are set when the Lease is signed with the Participant. Contract Rents for Mobile Vouchers may be increased no more than once in any twelve (12) month period and not within the first year of the Lease. The AA cannot approve increases in Contract Rents that would cause the Contract Rents to exceed the amount listed in the MRVP Mobile Voucher Maximum Rents (*Exhibit 9.1*) without prior approval from DHCD. To receive approval from DHCD, Participant hardship must be documented, as well as rent reasonableness. DHCD will only consider waivers when the Voucher Size and number of bedrooms in the Contract Unit are equal.

### **12.4 Rent Increase Procedures**

The following procedures apply to both Mobile and Project Based Vouchers.

#### **12.4.1 Notice from AAs**

If a Contract Rent increase is approved, the AA shall send an updated Tenant Rent Share letter to the Owner and Participant. The AA must provide the Owner and Participant at least 30 days advance notice of the Contract Rent increase. Contract Rents cannot be increased retroactively.

#### **12.4.2 Tenant Rent Share Changes**

Since Tenant Rent Shares are based on income, in most cases an increase in Contract Rent will have no effect on the Tenant Rent Share. However, there may be individual cases in which the calculated Tenant Rent Share is already higher than the current Contract Rent and the Participant is paying the entire Contract Rent. In these cases, because no Voucher Payments are currently being paid on behalf of the Participant, an approved increase in the Contract Rent will cause the Participant to experience an increase in their Tenant Rent Share. This is allowable with 30 days' notice to the Participant of the new Tenant Rent Share. Any increase in Tenant Rent Share must be clearly communicated to the Participant and include at least 30 days advance notice.



## Chapter 13: Relocation

The term “relocation,” as used in MRVP, refers to any move by a Participant from one Contract Unit to another. Relocation is most common with Mobile Participants. Because the Project Based Voucher is assigned to a Contract Unit, and not a Participant Household, moving from a Project Based Unit generally means withdrawing from MRVP. Under special circumstances, an MRVP Project Based Participant may be permitted to transfer out of a particular Contract Unit. These circumstances are outlined in Chapter 14 and may involve issuance of a Mobile Voucher in certain situations.

The provisions of this chapter regarding Lease termination and Voucher Payments during relocation apply to both Mobile and Project Based Voucher Participants. Provisions regarding issuance of a Mobile Voucher apply to a Project Based Voucher Participant only when the Participant is entitled to receive a Mobile Voucher as described in Chapter 14.

In general, once a Mobile Voucher Participant’s Lease is terminated as described in Section 13.1, the AA shall issue the Participant a Mobile Voucher for relocation. The two exceptions, as described in Section 13.2, are if the Participant has an at-fault eviction pending in court or is pending termination from MRVP (except if termination is due to being over-income). In those two instances, because the Participant may be terminated from MRVP, reissuing a Mobile Voucher for relocation is not appropriate.

### 13.1 Lease Termination

The first step to most relocation processes is termination of the Lease. All Leases shall have the MRVP Lease Addendum attached and can be terminated only in certain circumstances with proper notice.

#### 13.1.1 Automatic Lease Termination

In the event that 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, the Lease will automatically terminate.

#### 13.1.2 Lease Termination by Owner

An Owner may terminate a Lease under the following circumstances, with proper written notice given to the Participant and the AA. 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.

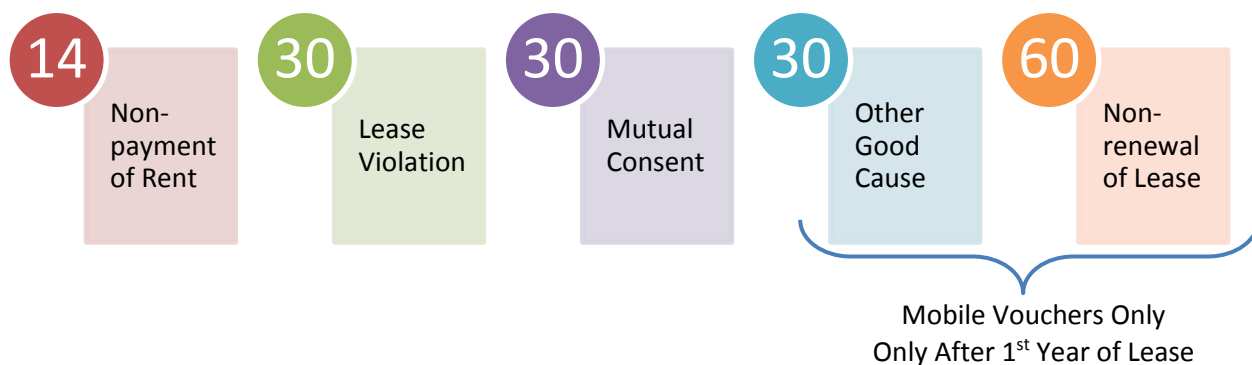
Owners whose tenants have Project Based Vouchers may only terminate or not renew the Lease because of Participant Lease violations or by mutual consent.

- Non-payment of rent (14 days' notice): 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.
- Lease violation (30 days' notice): An Owner may terminate the Lease for any Lease violation with 30 days' notice. Such Lease violations can include non-payment of rent, 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, and any other violations of legally permissible Lease provisions. The specific Lease violation(s) must be listed in the notice.
- Mutual consent (30 days' notice): An Owner and tenant may mutually agree to terminate a Lease at any time and for any reason. 30 days' notice is recommended.

Owners whose tenants have Mobile Vouchers may terminate the Lease for the following reasons:

- 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; or
  - The Owner's desire to use the Contract Unit for personal use.
- Non-renewal of Lease by Owner (60 days' notice): An Owner may decide not to renew the Lease for any reason with 60 days' notice. The Owner does not need to provide the Participant with a reason for non-renewal.

#### Number of Days' Notice Required for Lease Termination by Owner



### 13.1.3 Lease Termination by Tenant

A Participant may terminate a Lease under the following circumstances with proper notice given to the Owner and the AA. It is the Participant's responsibility to notify the AA of any Participant-initiated Lease termination. Lease terminations for cause must have prior approval from the AA.

- Termination for cause (30 days' notice; prior approval required): A Participant may terminate the Lease for cause with 30 days' notice if the AA has approved the cause (except as noted below). Cause may include:
  - Housing safety violations under the State Sanitary Code. Housing safety violations must be documented by the local board of health (or similar body) and the Owner must be notified of the violations and given an appropriate amount of time, as determined by the local board of health, to correct the violations.
  - Reasonable accommodation due to a Household member's disability;
  - Domestic violence, which does NOT require AA approval; and
  - Other reasons as allowed by law. Other reasons currently allowed by Massachusetts law are:
    - Active military service. Active service must be verified.
    - Lease violation by Owner. The AA should never advise a Participant to simply terminate a Lease or withhold their Tenant Rent Share due to an Owner's actions, as 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.
- Domestic violence: A Participant may vacate a Contract Unit without prior notice or AA approval if they believe they are at imminent risk due to domestic violence. The Participant shall notify the AA as soon as possible before or after vacating the unit. The AA shall require verification of domestic violence 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 is available (*See Chapter 18.5.4*).
  - 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 Contract Unit.
  - "Domestic violence," when used as a reason to terminate a Lease, may also include a sexual assault that took place in the Contract Unit in the 90 days prior to Lease termination (*See Chapter 18.5*).
  - Note that this is the only time during which an AA may make duplicate Voucher Payments or Voucher Payments not during the actual period of occupancy.

- 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.
- 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. The Participant must notify the AA if the Lease is mutually terminated.
- Non-renewal of Lease (60 days' notice): A Participant may decide not to renew the Lease for any reason with 60 days' notice. The Participant does not need to provide the Owner with any reason for non-renewal.

#### Number of Days' Notice Required for Lease Termination by Tenant



#### 13.1.4 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.

### 13.2 Mobile Voucher Issuance for Relocation [760 CMR 49.07(4)]

The AA shall not issue the Participant a new Mobile Voucher if the Participant:

- Has a pending, an at-fault eviction proceeding in court.

"Pending" means the Owner has filed a Summons and Complaint. Typically this means that the Participant has received a notice with a date by which to respond. A Notice to Quit does not mean the Participant is pending an at-fault eviction.

"At-fault" means that the Participant is at fault for the Lease violation. Typically at-fault Lease terminations are due to non-payment of rent, destruction of property, or disturbing the quiet enjoyment of neighbors.

If the eviction proceeding is settled with an agreement for possession, as opposed to an judgment for possession, the AA shall carefully read the agreement for possession 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.

- Is pending termination from MRVP.

A Mobile Voucher may not be issued to a Participant pending termination from MRVP, unless termination is due to the Household being over-income and the Participant is still an active MRVP Participant (i.e. less than six months have passed since the AA's determination that the Participant is over-income). See Chapter 17.5 for further explanation.

Protections afforded by the Violence Against Women Act of 2005 and 2013 (VAWA) still apply to a Household facing termination (*See Chapter 17.7*).

- Has a repayment agreement and 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.

A Mobile Voucher may also be issued to a Project Based Participant in the limited circumstances described in Chapter 14.

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 Voucher is valid for 120 days and all procedures outlined in Chapter 6.4 apply.



#### *Example 13.1: Mobile Voucher Issuance for Relocation*

Bertram has a Mobile Voucher and his current Lease renewal date is August 1. He decides in May that he doesn't want to renew his lease. He gives his Owner and the AA written notice on May 22.

On May 25, the AA issues Bertram a new Mobile Voucher so that he may begin looking for a new unit. The issue date on his Mobile Voucher is August 1, the Effective Date of his Lease termination. The expiration date on his Voucher is November 29, 120 days after the issue date.

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.

General leasing procedures, as described in Chapter 9, 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.



#### *Example 13.2: Mobile Voucher Expiration at Relocation*

Adrian is issued a Mobile Voucher for relocation because his Owner terminated the Lease 75 days prior to the Lease renewal date. The expiration date of his Mobile Voucher is March 28, 2017. Adrian does not find a Suitable Unit by March 28, 2017. The Owner allows Adrian to stay in his current Contract Unit. The AA continues to make use and occupancy Voucher Payments to the Owner. Adrian's participation in MRVP continues.

Jaisyn has a Mobile Voucher. In January 2017, he removed two Household members from his Household, lowering his Voucher Size from three bedrooms to two bedrooms. His Lease renewal date and annual recertification date is April 1, 2017. When the Household members were removed, the AA notified the Owner that as of April 1, 2017 the highest Contract Rent they could offer for Jaisyn's three bedroom Contract Unit was \$1,392. \$1,392 is the maximum rent for a two bedroom unit in Boston, where Jaisyn lives. The Owner did not agree to the lowered rent and terminated the Lease.

The AA issued Jaisyn a Mobile Voucher. The issue date of the Mobile Voucher was April 1, 2017, and the expiration date was July 30, 2017. Jaisyn requested and received two 30 day extensions, but was unable to locate a Suitable Unit by revised expiration date of September 28, 2017. Jaisyn's Mobile Voucher expires and he is terminated from MRVP.

#### **13.2.1 Relocation Due to a Decrease in Voucher Size**

All changes to Voucher Size are effective at the next annual recertification or relocation, whichever occurs first. When a Mobile Participant's Voucher Size decreases, the AA may offer the Owner no more than the maximum rent for the decreased Voucher Size. Note that DHCD will only issue Contract Rent waivers if the Voucher Size and the unit size match. If the Owner does not accept the Maximum Rent for the decreased Voucher Size, the Participant must relocate.

In these situations, if the Participant does not locate a Suitable Unit within the Voucher Search Period (plus any extensions), the Voucher shall expire and the Participant is not entitled to any further benefits of MRVP. Expirations cannot be appealed.

See Chapter 14 for a discussion of requirements when a Project Based Participant's Voucher Size decreases.

### **13.3 Voucher Payments During Relocation**

After a Participant's Lease has been terminated, the AA also 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

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.

- Use and occupancy

Even if the Lease has not been extended on a month to month basis, 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. Because MRVP can only make Voucher Payments for the actual period of occupancy and because duplicate payments are not allowed, use and occupancy payments may only be made after the period for which payment is requested. The AA must first verify that the Participant continued to occupy the original Contract Unit during the period for which payment is being requested. Note that use and occupancy payments may not be made automatically and must be requested by The Owner.

Use and occupancy payments may not be made for any period during which the Participant was no longer in the Contract Unit. Use and occupancy payments also may not be made if the Participant's Voucher has expired, the VPC has been terminated due to a breach by the Owner, or the Participant has been terminated from MRVP.

In both of the circumstances above, Voucher Payments shall be continued under the prior Lease terms, although the Tenant Rent Share and Voucher Payment amount may be updated as needed.

An MRVP Participant who remains in a Contract Unit after Lease termination as described above should always pay their Tenant Rent Share, 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.

### 13.3.1 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. With that one exception, the AA may not pay two Owners for the same period of time on behalf of one Participant. 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.



#### *Example 13.3: Voucher Payments During Relocation*

Islean moves from one MRVP unit to another one in mid-May with her Mobile Voucher. Her lease for the first unit was terminated effective May 1, but Islean was not able to move into the new unit until May 20, when her new lease begins. The AA may pay the first owner a use and occupancy payment for May 1 – May 19, if requested by the owner. The AA must pay the second owner a Voucher Payment for May 20 – May 31.



## Chapter 14: Project Based Voucher Transfers

It is generally not possible for a Project Based Voucher Participant to move and keep their Voucher. If a Participant who has a Project Based Voucher and wants to move, they typically must withdraw from MRVP because the Project Based Voucher is tied to a specific unit. However, it is not DHCD policy to strip a Household of its subsidy through no fault of the Household. Accordingly, there are limited circumstances in which a Project Based Participant may be offered another Voucher and permitted to remain in MRVP, as described below.

If, during a Project Based tenancy, there is a problem which would justify an administrative transfer as described in Section 14.1, the first solution is to have the Owner provide alternative housing or correct the issue. Some Owners have resources to provide alternative units to Participants on a temporary or permanent basis, including during renovations or if the unit becomes uninhabitable. If the Owner is substituting one Contract unit for another, the Owner and AA need to amend their Voucher Payment Contract (*See Chapter 11.14*). The second solution is for the AA to transfer the Household with an administrative transfer.

### 14.1 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. They can be initiated by the Owner, AA, DHCD, or Participant. The AA may initiate an administrative transfer for any sound administrative reason.

Possible reasons for administrative transfers include, but are not limited to:

- **Overcrowding:** If the Household size increases to the point where the Household is overcrowded by State Sanitary Code standards, they must transfer to an appropriately sized unit.
- **Over-housed:** If the Household size decreases and the Household no longer qualifies for the unit size, they must transfer to an appropriately sized unit.
  - Note that unlike with Mobile Vouchers, Project Based Voucher Participants may not be over-housed, even if the Owner agrees to a lower Contract Rent.
- **Accessibility Features**
  - If a Participant is residing in a unit with accessibility features, but does not need those features, the Participant will be required to transfer if another tenant or applicant needs the accessibility features.
- **Unit Uninhabitable:** If the Project Based Unit is uninhabitable due to fire, natural disaster, damage, or deferred maintenance, the Participant will be required to transfer.

- Domestic Violence, verified in accordance with Chapter 18.5.4. “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 (*See Chapter 18.5*).
- Reasonable accommodation.
- Immediate threat to the health and safety of the Household, which may encompass other reasons listed.
- Termination of the Voucher Payment Contract by the Owner or AA.
- Personal safety concerns not related to domestic violence. Such personal safety concerns must be grounded in actual, recent events or creditable threats targeted to one or more Household members, specific to their residence.
- No fault eviction.
  - Although no fault evictions of Project Based Voucher Participants are not permitted in the MRVP Lease Addendum, they might still occur.
  - This includes instances where the Household is evicted from the Project Based Unit, but is not terminated from MRVP.
- Temporary relocation due to maintenance or repair of the unit or property.

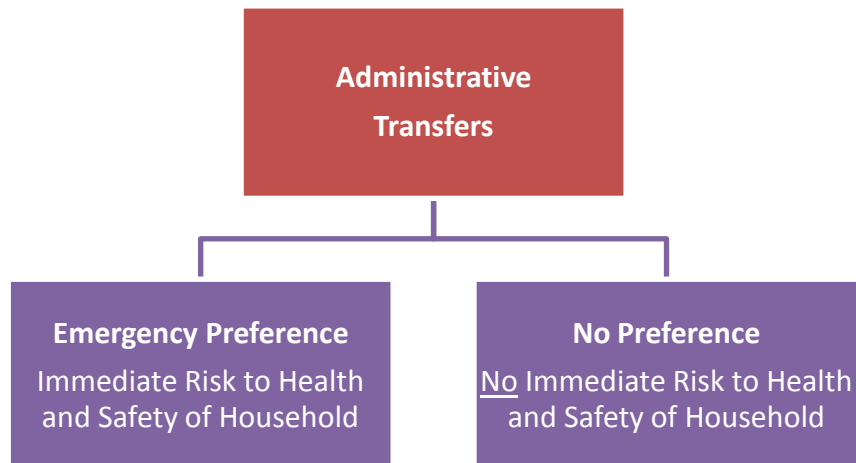
Administrative transfers shall not include the following, in addition to other situations:

- Under-housed Households (Households who qualify for a larger Voucher Size, but are not Overcrowded);
  - Under-housing Household may transfer to another Project Based unit at the same property, if the Owner allows it.
- 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; and
- 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.

The AA shall establish a waiting list of Households with a Project Based Voucher that require an administrative transfer. Households will be added to the list based on the date and time that the transfer was approved by AA or deemed necessary by the AA. DHCD reserves the right to inspect the AA’s Administrative Transfer Waiting List.

The Administrative Transfer Waiting List shall have one preference applied—emergency preference. All Participants not eligible for emergency preference shall be in the “no preference” category.

#### 14.1.1 Emergency Preference



The Administrative Transfer Waiting List shall have an emergency preference for Households whose housing poses an immediate risk to the health and safety of the Household. Such risk must be documented, except in the cases of reasonable accommodation where the disability and need for accommodation is obvious.

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:

- Overcrowded Households (as defined by the State Sanitary Code);
- Accessibility features (either a Participant is residing in a unit with accessibility features which they do not need or the Participant requires accessibility features not present in their current unit);
- Unit uninhabitable (as determined by a licensed or certified inspector, if applicable);
- Condemnation of a unit;
- Domestic violence situations (verified in accordance with Chapter 18.5.4);
- Reasonable accommodation where the accommodation is needed to relieve an immediate risk to the Household;
- Instances where a Household cannot access features of the unit necessary to complete activities of daily living;
- Termination of the Voucher Payment Contract by the Owner or AA; and
- Personal safety concerns not related to domestic violence. Such personal safety concerns must be grounded in actual, recent events or creditable threats targeted to one or more Household members, specific to their residence.

Immediate risk to the health and safety of the Household shall not include the following, in addition to other situations:

- Under-housed Households (Households who qualify for a larger Voucher Size, but are not Overcrowded);
- Over-housed Households (Household who qualify for a small Voucher Size);
- 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; and
- No fault eviction.

Due to the immediate nature of the risk to the health and safety of the Household and finite housing opportunities, a Household may need to vacate their Project Based Unit before suitable housing can be found with an MRVP Voucher. This is acceptable if done with the approval of the AA in coordination with the Owner. Because Project Based Voucher Participant may lose their Voucher for vacating a unit without AA approval (except in cases of domestic violence), the AA should always be involved in the decision.

If a Household with an emergency preference on the Administrative Transfer Waiting List vacates their unit with AA approval, the Household shall retain their emergency preference status and their place on the Administrative Transfer Waiting List. The Household does not need to be found eligible for MRVP prior to being issued a Voucher, although any new Household members must be approved following MRVP procedures (*See Chapter 16.3*).

## 14.2 Offers of Housing Assistance

Before an offer of housing assistance is made to an Applicant on the AA's waiting list, the AA shall first offer the housing to a Participant on the Administrative Transfer Waiting List with an emergency preference.

It is important to note that if a Project Based Participant is offered a Project Based Voucher through an administrative transfer, they must accept and utilize the Voucher unless they can show good cause to refuse the offer, such as a reasonable accommodation. If the Participant is offered a Mobile Voucher through an administrative transfer, and either the Participant refuses to accept the Mobile Voucher or fails to sign a Lease during the term of the Mobile Voucher, the AA must terminate their participation in MRVP as described in Chapter 17.6.16.

### Standard Participant Selection Requirements (*See Chapter 5.4*)



LHAs may issue MRVP Vouchers to state-aided public housing tenants as an administrative transfer. The LHA must make an agency-wide decision to issue MRVP Vouchers to state-aided public housing tenants and cannot issue or not issue MRVP Vouchers to individual tenants at their discretion. A policies and requirements outlined in this chapter must be followed for public housing participants.

#### 14.2.1 Offers of Housing Assistance—Emergency Preference

The type of housing offered to a Participant with an emergency preference shall include mobile MRVP Vouchers, Project Based MRVP Vouchers (where the AA is responsible for tenant selection), and, at the AA's discretion, state-aided public housing. The Household must be eligible for the type of housing assistance offered. A non-elderly, non-disabled Household, for example, shall not be offered a unit in a state-aided elderly public housing. Project Based Units must be the Appropriate Unit Size for the Participant's Household, although a Household may choose to be under-housed.

If an AA does not and likely will not have appropriate housing to offer a Participant on the Administrative Transfer Waiting List with emergency preference, the AA shall contact DHCD.

#### 14.2.2 Offers of Housing Assistance—No Preference

If a Project Based Voucher Participant is on the Administrative Transfer Waiting List without an emergency preference and a Suitable Unit within their current housing development is expected to become available within a reasonable period of time, the AA may wait until such a unit is available, rather than offering the Participant the next Mobile or Project Based Voucher to become available. Such transfer will be coordinated with the Owner, including, if necessary, amending Appendix A of the Voucher Payment Contract between the AA and Owner. If no Suitable Unit is available or expected to become available within a reasonable period of time, the Participant may be issued the next available housing, so long as the AA does not have any Participants on its Administrative Transfer Waiting List with emergency preference.

If an appropriate unit is unlikely to be available at the Participant's current housing development in a reasonable period of time, the AA may offer the Household the next available Project Based MRVP Voucher (where the AA is responsible for tenant selection), Mobile MRVP Voucher only if the Household is over-housed, and, at the AA's discretion, state-aided public housing. The Household must be eligible for the type of housing assistance offered. The AA shall determine what constitutes a "reasonable period of time" for a Participant to wait on the Administrative Transfer Waiting List for a Suitable Unit in the Participant's current housing development. Such determination shall be applied fairly and consistently.



#### *Example 14.1: Administrative Transfers—Emergency Preference*

After moving into her Project Based Unit, Raquel begins to feel like her neighborhood is unsafe and would like to move. She asks the AA for an administrative transfer. Because there have been no specific threats made against Raquel or any other Household members and the transfer is not needed for proper program administration, Raquel is not added to the Administrative Transfer Waiting List.

—

Anjana needs a two bedroom unit due to a reasonable accommodation. She is offered a one bedroom Project Based Unit and accepts it. There is no change in her condition, so when she requests emergency preference for an administrative transfer shortly after she moves in, the AA denies her request for emergency preference, but does place her on the Administrative Transfer Waiting List.

—

Burne's Project Based Unit usually has something minor that needs repair, like a slow drain or a broken cabinet. The Owner is slow to act, but always corrects the problem after an inspection by the local Board of Health. Burne asks for an administrative transfer, but it is denied because her transfer is not necessary for proper program administration, the unit poses no immediate risk to her health or safety and has not been condemned, and the Owner make all repairs within the time frame required by the local Board of Health.

—

Angel has asthma that was under control until he moved into his Project Based Unit. The carpeting in the unit bothers his asthma and it has worsened. Angel requests a transfer as a reasonable accommodation. The AA recommends that Angel first request that the Owner remove the carpet as a reasonable accommodation. The Owner agrees to remove the carpet. The best option to solve an issue with a Project Based Unit is to have the Owner resolve the issue, if possible, and avoid a transfer.

—

Gay lives in a third floor Project Based Unit with her son. The building does not have an elevator. Her son suffers a traumatic brain injury and can no longer climb stairs. Gay requests an administrative transfer with an emergency preference. The AA checks in with the Owner of the Project Based property. There are only one bedroom units on the first floor. The AA issues Gay one of their available Mobile MRVP Vouchers, and the Owner allows Gay to move into a first floor, one bedroom unit while she looks for a Suitable Unit with her Mobile Voucher.



### *Example 14.2: Administrative Transfers—No Preference*

Ditzah lives in a two bedroom Project Based Unit with her 23 year old daughter. Her daughter has a baby. Ditzah requests and is eligible for a three bedroom unit. The housing development at which Ditzah lives has numerous three bedroom units with MRVP Project Based Vouchers. The Owner allows Ditzah to transfer to a three bedroom unit when one becomes available.

After moving to the three bedroom Project Based Unit, Ditzah's daughter and grandchild move out of the unit. There are no one bedroom units at the housing development where Ditzah lives. The AA adds Ditzah to the Administrative Transfer Waiting List without an emergency preference. Ditzah is issued a mobile MRVP Voucher six months later. Ditzah does not find a Suitable Unit with the Mobile Voucher and it expires. The AA terminates Ditzah's participation in MRVP because she refused an offer of housing assistance.

Remember:

- A Participant must accept an offer of housing assistance made as part of a transfer.
- Failure to successfully lease a Suitable Unit with a Mobile Voucher constitutes refusing an offer of housing assistance.

#### 14.2.3 Offers of Housing Assistance—Mobile Vouchers

Mobile MRVP Vouchers may only be offered to Participants on the Administrative Transfer Waiting List with emergency preference or if the Participant is over-housed.

Mobile Vouchers shall be issued following all requirements and policies discussed in Chapter 6.4. If the Mobile Voucher expires, the AA must terminate their participation in MRVP as described in Chapter 17.6.16.

Because administrative transfers may not be voluntary and Voucher termination can have lasting, negative effects for a Participant, the AA shall carefully consider requests for extensions due to reasonable accommodations and domestic violence.

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.

#### 14.2.4 Offers of Housing Assistance—Project Based Vouchers

Because AAs can cover large areas, an offer of a Project Based Voucher might be a considerable distance from the Participant's current unit. Participants may turn down an offers of housing assistance, particularly a Project Based Voucher, if they can show good cause. Good cause can

include, but is not limited to, a reasonable accommodation, domestic violence, or other work, school, or health reason.

Consider, for example, a Participant living in Project Based unit in Worcester who is offered an administrative transfer to a Project Based unit in Franklin. The Participant may have good cause to turn down the offer of housing assistance if the move would cause the Participant to be an hour away from their job, instead of walking distance. An offer of another Project Based Voucher in Worcester, however, would likely not cause such a disruption.

Note that because Mobile Vouchers may be used anywhere, it is considerably harder for a Participant to show good cause for turning down a Mobile Voucher.

### **14.3 Transfers for Good Cause**

MRVP no longer has a standard preference in Participant selection or a specific waiting list for Participants requesting a transfer for good cause. Individual housing developments may allow transfers between units for good cause, based on the specific Affirmative Fair Housing Marketing and Tenant Selection Plan.

If an MRVP Project Based Participant would like to relocate and keep their MRVP Voucher, but does not qualify for an administrative transfer, they may apply for MRVP as would any other Applicant and may be issued an MRVP Voucher when selected off an AA's waiting list following Standard Participant Selection Requirements.



## Chapter 15: Owners

This chapter presents common questions Owners have regarding MRVP and answers to those questions. This is meant to be a practical document to help AAs when working with Owners. Although primarily aimed at Owners renting to Mobile Participants, many of the questions still apply to Project Based Owners.

### 15.1 General Information

**Q:** I don't know what MRVP is. I've had Section 8 tenants in the past, but I never had a good experience. Do I have to accept MRVP Vouchers?

**A:** You may decide not to rent to an MRVP Participant, but that decision cannot be based on the fact that the prospective tenant is a Participant. Fair housing laws in MA ban discrimination based on receipt of public assistance, including housing vouchers. That means you cannot reject potential tenants just because they receive public assistance or have a housing voucher. You can screen MRVP Participants as prospective tenants, but the screening must be the same as it is for any Applicant.

**Q:** Awesome, I love renting to people with housing vouchers. Since your agency has given them a voucher, does this mean that they're going to be a great tenant?

**A:** As an Owner, you are solely responsible for tenant screening. Administering agencies do not review a Participant's rental history and do not check references. Although administering agencies do review criminal records for all Household members over the age of 18, this does not mean that Household members have no criminal record. Furthermore, because the Administering Agency is not liable for tenant caused damages or non-payment of tenant rent, it is important that you as an Owner do proper tenant screening to protect yourself, as you would with any tenant.

**Q:** What is required of me as an Owner to rent to someone with an MRVP Voucher?

**A:** In addition to some paperwork, two important documents are required prior to signing a lease with an MRVP Participant:

1. **Inspection:** All MRVP units must meet the standards of fitness for human habitation, as described in the State Sanitation Code. The inspection must be done by a licensed inspector. Many local boards of health or inspectional services divisions can complete these inspections for a nominal fee. If the local municipality does not do occupancy inspections or has a long wait, the state maintains a list of licensed housing inspectors at [mass.gov](http://mass.gov) or you may use an inspector certified to do HQS inspections for Section 8. The Administering Agency may be able to assist you with

an HQS inspection. It is your responsibility as an Owner to pay for and schedule the inspection. Once the unit has passed, please forward the certificate of fitness (or similar document) to the Administering Agency.

2. Lead Certification: If the Household has a child under the age 6 that will be residing in the unit, you must provide the Administering Agency with a letter of lead compliance certifying that the unit is lead free. If the unit was built on or after January 1, 1978, you may provide the Administering Agency with the building permit. The deed or mortgage documents cannot be used in place of the building permit. If the unit was built before January 1, 1978, verification of a renovation—no matter how comprehensive—cannot be used in place of a lead certificate.

## **15.2 Inspections**

**Q:** I'm not interested in having my property inspected and I'm not able to make any major repairs.

**A:** All rental units, subsidized or not, should be in compliance with the State Sanitary Code and it is the Owner's responsibility to ensure their units meet the code. You cannot refuse to rent a unit to an MRVP Participant just because an inspection is required.

**Q:** I just had my unit inspected for a Section 8 tenant. Can you accept that inspection? Can your agency do the inspection for me, since you do inspections for my other units?

**A:** Maybe. MRVP is a different program than Section 8 with different requirements. In rare cases in which a Board of Health inspection cannot be completed on a unit, the Administering Agency may accept or complete a Section 8 HQS inspection. In most instances, it is your responsibility to schedule and complete an inspection with the Board of Health.

**Q:** Will I have to pay to get my unit inspected every year?

**A:** No. MRVP units are only required to be inspected at initial occupancy. We expect tenants and Owners to discuss maintenance needs regularly.

**Q:** My unit is not de-leaded and I can't afford to delead it. Do I have to delead it? If I don't, can I refuse to rent to the Participant?

**A:** It's state law that all Owners are required to delead units that will be occupied by a child under the age of 6. Owners cannot refuse to rent to households with young children to avoid deleading. The state does offer assistance to help Owners through the deleading process. More information is available through the Childhood Lead Poisoning Prevention Program (CLPPP; [www.mass.gov/dph/clppp](http://www.mass.gov/dph/clppp)).

Q: I have certification from a licensed lead inspector that my unit is lead-free. Is that sufficient?

A: Agencies are required to verify all lead certification documents with a state database. If the Administering Agency does not accept your documentation, they should explain the specific problem to you and can give you additional resources for further information. There are a lot of reasons why a certification may not be accepted, such a complaint after the most recent inspection, altered documents, license of the inspector, or incomplete documentation. You must provide proper documentation.

### **15.3 Leasing**

Q: I have my own lease. Can I use it?

A: Absolutely! The MRVP Lease Addendum must be attached.

Q: What is the Voucher Payment Contract and why do I have to sign it?

A: The Voucher Payment Contract (VPC) is the agreement between you and the Administering Agency. Without a signed VPC, the Administering Agency cannot make any Voucher Payments to you.

Q: Who pays the security deposit and first and last month's rent?

A: MRVP cannot pay for security deposits, but you may request one from the tenant in an amount up to one month's contract rent. Take care to ensure all security deposit laws and regulations are closely followed (See MGL c. 186, sec. 15B).

MRVP will pay the Voucher Payment for the first month's rent once there is a signed lease and VPC and the tenant occupies the unit.

While state law allows an owner to collect first month's rent, last month's rent, and a security deposit of one month's rent, because most MRVP Participants do not pay the full contract rent, it is suggested that Owners collect from the tenant an estimate of the tenant's share of the first month's rent, but do not ask Participant to pay last month's rent prior to tenancy. The Voucher offers some security to Owners that at least the Voucher Payment of the last month's rent will be paid, even if the tenant defaults.

Q: When will the lease start and end?

A: The tenant should only move into a unit after it has been approved by the Administering Agency. Ideally, the tenant will take possession and move into the unit on the same day that the lease starts. Leases may start mid-month. Voucher Payments will not be made

prior to the lease Effective Date. The end date of the lease is usually 12 months from the Effective Date. Leases are automatically renewed on an annual basis.

Q: How do I get a rent increase?

A: Rent increases are allowed once in any 12 month period, except during the first year of the lease. A rent increase request must be sent to the Administering Agency in writing. The Administering Agency will then review the request and approve or reject it based on two factors: (1) the maximum allowable rents under MRVP and (2) rent reasonableness, taking into account rents for comparable units in the same property or neighborhood.

Note that there is a different procedure for Project Based Units (*See Chapter 12.2*)

Q: I'm thinking of selling a property with a Mobile MRVP-assisted unit. Is there anything I need to do in relation to MRVP?

A: If you wish to sell the property while the unit is occupied and assisted under a Voucher Payment Contract, you may. The new Owner must assume all obligations of the lease and Voucher Payment Contract. You should make this clear to the new Owner prior to the sale of the unit.

Note that there are additional considerations for Project Based Units (*See Chapter 18.1.1*).

## 15.4 Tenant Issues

Q: The tenant isn't paying their full share of the rent and says that your agency is going to lower the tenant's rent share. What's going on?

A: A tenant's rent share may decrease for a number of reasons, such as an income decrease. The Administering Agency is required to verify all changes before formally decreasing the Tenant Rent Share and making a corresponding increase in the Voucher Payment. The verification process can, unfortunately, take some time. Meanwhile, the tenant may be unable to pay their previous rent share because of their reduced income. The good news is that changes may be made retroactively, which means that the Administering Agency will make up the difference between the contract rent and the tenant's reduced rent share after all changes are verified. Your patience with the Administering Agency and tenant is appreciated.

Q: My tenant is not paying their rent because they can't afford it. Can you lower it?

A: MRVP Participants are required to pay up to 40% of the Household's income in rent, and the Administering Agency is not allowed to make exceptions on a case-by-case basis. The program regulations do provide for certain deductions and exclusions from

Household income in determining rent, including an annual deduction for heat for Mobile Participants. The tenant's rent share may need to be updated if their income or deductions have changed. The tenant should call the Administering Agency to discuss possible solutions.

Q: My tenant isn't paying the rent. Can you make them? If not, can you make them move out?

A: The Administering Agency is not a party to the lease and cannot enforce it. The Administering Agency can send out a warning letter to the tenant, but cannot force payment or remove the tenant. In these matters, you should proceed as you would with any other tenant.

Q: My tenant has another person living in the unit who is not on the lease. What can you do about it?

A: Reports of non-approved Household members in the unit are taken seriously and investigated. Please note the following:

- Tenants are allowed to have Guests. Any one Guest may stay in the unit up to 30 days in any 12 month period, unless the lease that the tenant signed is more restrictive.
- It may be hard to prove that someone lives in a unit. All claims must be proven before action can be taken.
- Specific findings made by the Administering Agency in its investigation of the tenant will not be disclosed to you as an Owner due to privacy reasons. Of course, the Administering Agency will notify you if it terminates the tenant's participation in MRVP.
- As the Owner, you are welcome to pursue the issue with the tenant as you would with any other tenant. If an additional person is living in the unit, and you would like to allow the tenant to add that person to the lease as a Household member, please note that the Administering Agency needs to approve the change in Household composition and the Tenant Rent Share may need to be adjusted.

Q: I don't get along with the tenant. Why won't you take away their Voucher?

A: Administering agencies typically do not get involved in tenant and Owner disputes. Agencies will act upon lease violations proven in court. Specific findings made by the Administering Agency in its investigation of the tenant will not be disclosed to you as an Owner due to privacy reasons. Of course, the Administering Agency will notify you if it terminated the tenant's participation in MRVP.

Q: I believe my tenant is selling or using drugs.

A: If you believe your tenant is using, selling, or manufacturing drugs, please contact the police immediately. You should also alert the Administering Agency and keep them up to date with any developments. Please follow through as you would with any other tenant.

Using an illegal controlled substance on the leased property may be a lease violation and is a violation of the tenant's MRVP Voucher. Proceed as you would with any other tenant and keep the Administering Agency informed of your actions.

Please note that Massachusetts law has changed recently regarding private use of marijuana. You should consult your attorney regarding your options as a landlord.

Q: My tenant abandoned the unit! What should I do?

A: Before taking action, confirm that the unit is abandoned. The entire Household may be out of the unit for up to 30 days before being in violation of their MRVP Voucher, although your lease may have additional requirements. During that time, the tenant should continue to pay rent.

If you believe the unit is truly abandoned, alert the Administering Agency in writing and proceed as you would with any other tenant. Please note that MRVP generally does not allow for vacancy payments and will stop payment at the end of the month during which the unit was vacated (*See Chapter 11.4*). The Administering Agency may recoup any Voucher Payments previously made to you that cover any period after the unit was vacated.

Q: My tenant was the only one in the Household and has passed away.

A: Please alert the Administering Agency in writing and proceed as you would with any other tenant. MRVP does not allow vacancy payments. Payments will stop based on when the tenant was deceased, regardless of when you or the Administering Agency is notified of the death. The Administering Agency may recoup any payments made to you after the death.

## **15.5 Lease Termination**

Q: I want my tenant to move out immediately.

A: If you are having problems with your tenant, please consider all options prior to lease termination or eviction. The Administering Agency can provide a referral for mediation services. You may also contact one of the state's eight Housing Consumer Education

Centers for information and referrals on common tenant issues, mediation, and basic tenant/Owner law.

If you do decide to terminate the lease, note that various program requirements apply. Additional requirements may apply for notice to be upheld in court.

- Mutual consent: The Owner and tenant can agree to terminate the lease at any time. The Administering Agency requests 30 days' notice.
- Non-renewal: MRVP Leases automatically renew, unless the Owner or tenant states in writing that they are not renewing the lease at least 60 days before the lease renewal date.
- Owners can terminate a lease for non-payment of rent with 14 days' notice to the tenant. For other lease violations, 30 days' notice is required.
- Other good cause: After the first year of the Lease, Owners may terminate the Lease for other good cause. Other good cause includes the tenant's failure to accept the Owner's offer of a new Lease or revisions or the Owner's desire to use the Contract Unit for personal or family use. 30 days' notice is required for lease terminations for other good cause. Notices must state the reason for the Lease termination.

Q: I terminated the lease and the tenant hasn't left. What am I supposed to do?

A: The only legal way to force a tenant out of a unit is through an eviction in court. Changing the locks, removing a tenant's belongings, or otherwise barring the tenant from the unit or threatening to take action without an eviction is illegal.

Q: I terminated the lease and my tenant is still here, but I'm not getting Voucher Payments. Why not?

A: Whenever the lease is properly terminated, Voucher Payments will stop. There are two ways you can continue getting paid for the tenant's actual occupancy, though, so long as the tenant is still a Participant. You can agree to extend the lease on a month-to-month basis. In order to receive Voucher Payments, you and the tenant both need to agree to extend the lease in writing and send a copy of the extension agreement to the Administering Agency. Early submission to the Administering Agency helps ensure prompt payment.

You can also receive Voucher Payments for the tenant's use and occupancy of the unit even if you don't extend the lease, but use and occupancy payments are only made retroactively and can only cover the period while the tenant continued to occupy the unit and did not yet have a new lease in place for another unit. For example, you won't get paid for August until September. You must request use and occupancy payments in writing.

- Q: I terminated the lease properly, but the tenant did not leave the unit by the lease termination date. I didn't reinstate the lease and my tenant moved out mid-month without telling me. Why am I not getting paid for the full month?
- A: MRVP can only make Voucher Payments for the actual time of occupancy. If a tenant leaves mid-month and there is not a valid lease in place, the Administering Agency may only pay you for the actual days the tenant was in the unit.
- Q: Okay, but my tenant left on the 15<sup>th</sup> and I'm only being paid through the 10<sup>th</sup>. How come?
- A: MRVP cannot make duplicate payments (except in certain domestic violence situations; *See Chapter 13.1.3*). If your tenant signed a new lease that begins on the 10<sup>th</sup>, for example, the Administering Agency will begin paying the new Owner on that date and can no longer pay you. If that is the case, the tenant is responsible for all use and occupancy payments and you should contact them directly.
- Q: My tenant left the unit, but caused a lot of damage. Will you help pay for it?
- A: The tenant is responsible for all damages to a unit above normal wear and tear. You should proceed as you would with any other tenant.
- Q: I need more information. Can you give me more advice?
- A: Administering agencies are not qualified to give legal advice. You may contact the local Housing Consumer Education Center for additional information, referrals, workshops, or consult your own legal counsel.



## Chapter 16: Redetermination of Tenant Rent Share

Redeterminations of Tenant Rent Share allow AAs to verify continued program eligibility, including the income and Household composition, of a Participant Household. Both are important for program integrity. When the Voucher Payment decreases (and the Tenant Rent Share increases) as the result of a reexamination, a full calendar months' notice to the Participant is required. When the Voucher Payment increases (and the Tenant Rent Share decreases) a full calendar months' notice to the Participant is preferable, but not required.

### 16.1 Recertification [760 CMR 49.05(7)(a)]

A Household's income and composition must be recertified at least once per year while in MRVP. Because changes in Voucher Size become effective at the Lease renewal date, it is best for the recertification Effective Date to coincide with the Household's Lease renewal date. Agencies shall endeavor to meet with each Head of Household, and other Household members if possible, in person annually when recertifying the Household's income and composition. Such meetings are a good place to discuss any problems, review program requirements, and answer questions. Any changes to the Voucher Payment or Size can also be discussed at the meeting.

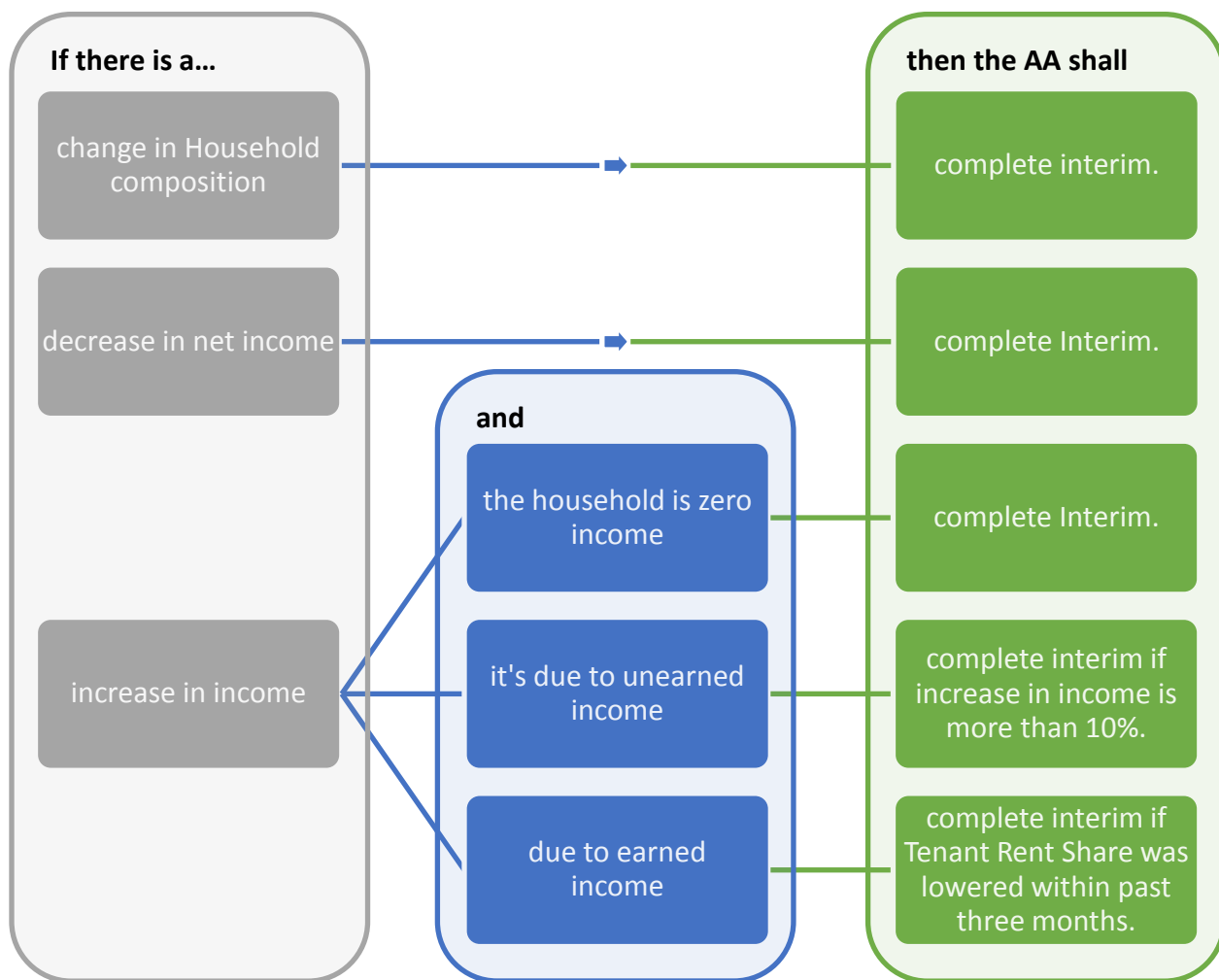
During recertifications the Household must provide documentation of income, assets, deductions, and any changes to Household composition. Failure to provide requested documentation can be grounds for termination from MRVP. The AA must endeavor to verify all information with a third party (*See Chapter 8*).

The AA shall adjust the Tenant Rent Share and Voucher Size (if applicable) appropriately based on any changes in Household income, deductions, or composition. Updated information must be mailed to the Participant and Owner at least 30 days before the changes become effective.

At the annual recertification, the AA shall require a government-issued photo ID from any Household member that has turned 18 since the last recertification. The AA shall also run a CORI and SORI check on any Household member that has turned 18 years old since the last recertification. All of the CORI and SORI procedures outlined in Chapter 4.3 shall be followed.

### 16.2 Interim Reexaminations [760 CMR 49.05(7)(b)]

Interim reexaminations are those completed in between regular recertifications based on changes reported by the Household or information obtained from a third party, such as Wage Match (*See Chapter 8.3*). The entire Household's income and composition are not considered, only the change reported by the Household.



### 16.2.1 Increase in Voucher Payment

If a Household's net income decreases, either through a decrease in gross income or an increase in deductions, and the Household informs the AA of the change, the AA shall reexamine the Tenant Rent Share. All net income decreases must be verified before changes to the Voucher Payment can be made, but all changes to the Voucher Payment shall be effective the first of the month following the reporting date. Regardless of the amount of the change to the Tenant Rent Share, if the Participant requests a redetermination and it would lower the Tenant Rent Share, it must be completed.

### 16.2.2 Decrease in Voucher Payment

An MRVP Participant is required to inform the AA of all increases in the Household's monthly income within 30 days of the change. Increases in income of 10% or more shall cause the AA to

perform an interim recertification, which typically causes the Voucher Payment to decrease and the Tenant Rent Share to increase, except as described in Section 16.2.3 below. The decrease in Voucher Payment will take effect the first day of the second month following submission of the new income information (to allow for 30 days' notice of an increase in Tenant Rent Share).

Note that while a Participant's Tenant Rent Share may be lowered through an interim reexamination due to a decrease in *net* income, a Participant's Tenant Rent Share generally cannot be increased through a reexamination due to an increase in *net* income. This is because Participants are only required to report changes in income generally and not necessarily changes to exclusions and deductions. Consider a Household with a full-time student who has earned income. The Household does not have to report if the full-time student finishes school until the next recertification. Consider also the Young Adult Employment Exclusion. An interim does not need to be completed when the young adult celebrates their 21<sup>st</sup> birthday to include all of their earned income. The young adult's earned income will be counted in its entirety at the recertification following their 21<sup>st</sup> birthday. In general, if reported, changes to a Household's exclusions and deductions are only considered through an interim reexamination if it causes the Tenant Rent Share to decrease. One exception to this general rule is the Earned Income Exclusion. An interim must be completed at the end of the 12 month exclusion.

Failing to report an increase in income or provide documentation of an income increase are cause for termination from MRVP. If the AA determines that the failure was a good faith error and the Participant is not terminated, then the Voucher Payment must be adjusted retroactively to the date that such change would have taken effect had the increase been properly reported. The AA may enter into a repayment agreement with the Participant for the difference rather than requiring the Participant to immediately reimburse the AA for any excess Voucher Payments, as discussed in Chapter 17.2.



#### *Example 16.1: Interim Reexaminations*

Jean's hours at his job were reduced from 20 to 15. Jean immediately alerts the AA on June 15, so that his Tenant Rent Share can be lowered. The AA must wait until his reduced income can be verified through pay stubs, but then must lower his Tenant Rent Share effective July 1.

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Jini's daughter begins to receive SSI on July 23. The change increases Jini's household income by 15%. Jini reports the change to the AA on August 9 and submits the benefit letter for her daughter. The AA increases Jini's Tenant Rent Share effective October 1, the first day of the second month following submission of the new income information.

### 16.2.3 Decrease in Voucher Payment Due to Increase in Earned Income

MRVP makes an exception to the general requirement that a Household's Voucher Payment decreases if the Household's income increases. Additional earned income shall not be counted

when determining Tenant Rent Share until the date of the Household's next recertification or relocation, whichever occurs first, unless the Household's Tenant Rent Share was previously reduced within the past three calendar months through an interim reexamination.

Determination of time between interim reexaminations is by the Effective Date of the change in the Tenant Rent Share calculated on each interim reexamination, not the actual date of the change in income or the reported date of the change in income. Decreases in Tenant Rent Share that occurred as a result of a prior recertification or due to relocation shall not cause the AA to redetermine the Tenant Rent Share based on earned income increases before the Household's next recertification or relocation.

All changes in income must be considered at recertification and relocation, including increases in earned income and increases in income due to a change in Household composition (See Section 16.3).

If an entire Household is zero income, all increases in income, including earned income, must be considered and an interim reexamination must be performed to include the new income.

Participants in the MassLEAP program may decide to have an interim reexamination performed to count increases in earned income if they wish.



#### *Example 16.2: Interim Reexamination Due to Increase in Earned Income*

Alberto loses his job in February and, with an interim reexamination, his Tenant Rent Share is lowered effective March 1. He then starts a new job on April 1 and reports it to the AA on April 8. The new job increases his Household's income by 45%. The AA increases Alberto's Tenant Rent Share and decreases the Voucher Payment effective June 1. The Effective Dates of the decrease of Tenant Rent Share, March 1, and subsequent increase in Tenant Rent Share, June 1, are within three calendar months of one another, so the increase must be applied.

Juanita also starts a new job on April 1 and reports it to the AA on April 15. Her new job increases her household's income by 70%. The AA does not increase Juanita's Tenant Rent Share, even though her Tenant Rent Share was lowered effective February 1 with an interim reexamination. The Effective Date of the decrease in Tenant Rent Share, February 1, and the Effective Date that there would have been a subsequent increase in Tenant Rent Share if the earned income were counted, June 1, are more than three calendar months apart, so the increase must not be applied.

### **16.3 Changes in Household Composition [760 CMR 49.05(7)(b)(3–4)]**

An AA must be notified by the Participant whenever there is a change in Household composition. Removal of a Household member does not require prior approval, but verification

is needed before the member and their income can officially be removed. Most additions to a Household require prior approval and new these Household members must be found eligible for MRVP in order to be added to the Household's Voucher. The addition of Household members under the age of 18 through birth, adoption, or court ordered custody does not require prior permission, and those new Household members do not need to be found eligible for MRVP to be added to the Household's Voucher, but the AA must be alerted within 30 days.

When the change in Household composition results in a change in Voucher Payment, an interim reexamination must be completed. AAs must also send written verification of the change in Household composition to the Participant and Owner. Such verification is sufficient to alter the Voucher and a new Lease is not needed. Section 3a–b of the MRVP Lease Addendum covers changes to Household composition (*Form 10.1*).

Once the change of Household composition has been verified, any changes to the Tenant Rent Share shall be made and written verification sent to the Participant and Owner. Increases in Voucher Payment (and corresponding decreases in Tenant Rent Share) may only be made retroactively to the first of the month following the date the AA was notified of the change in Household (except in cases of death). Decreases in Voucher Payment (and corresponding increases in Tenant Rent Share) require 30 days' notice to the Participant and Owner (unless the change in Household composition was not reported within 30 days), although the change in Household may be effective immediately.

If an AA was not properly notified of a change of Household composition and a decrease in Voucher Payment (and corresponding increase in Tenant Rent Share) was not properly applied, the Household may be terminated from MRVP. If the Household is not terminated, the AA shall pursue a repayment agreement (*See Chapter 17.2 and 17.6.1*).

#### 16.3.1 Death of Household Member

In cases where a Household member who is not the Head of Household is deceased, the AA should be informed immediately. Verification of death is required. An obituary, newspaper article, or funeral announcement is sufficient verification. Once the death has been verified, the AA shall remove the Household member from the Household, make any necessary changes to the Tenant Rent Share (retroactively, if necessary, effective on the first of the month following the death), and send written verification to the Participant and Owner. Sensitivity should be exercised.

Death of the Head of Household when it is a one person Household is discussed in Chapter 17.6.15. Death of a Head of Household when there are other Household members is discussed below in Section 16.4.1.

### 16.3.2 Removal of an Adult

Regardless of when an adult has moved out of the Household, AAs must require two pieces of information before the Household member—and their income—can officially be removed from the Household.

- Written request by the Household member to be removed from the Household, including actual move-out date and new contact information; and
- Verification of the new address, such as a change of address confirmation, new lease, or utility bills at new unit.

If the Head of Household is no longer in contact with the removed Household member or that Household member is not able to be contacted, such as in cases of incarceration, the Head of Household may provide written verification of the Household member's departure. Included shall be the reason for removal, reason why the Household member cannot provide documentation, and any contact information, if known. Appropriate verification shall be provided, as available. See Chapter 18.5 for additional consideration under the Violence Against Women Act.

### 16.3.3 Removal of a Minor

If a Household member under the age of 18 is removed from a Household, regardless of the circumstance, the AA must collect written verification from the Head of Household that the minor is being removed from the Household and the reason for removal. Third party verification of the child's removal is also required.

Third party verification can include:

- Court order granting primary custody to a non-Household member;
- Verification of enrollment in a new school;
- Legal agreement granting guardianship or custody of the minor to a non-Household member, which does not need to be a court order;
- Verification from the Department of Children and Families (DCF) that the child has been removed from the Household and the removal is expected to be permanent. In cases where DCF confirms that the removal is temporary or that family unification is still a goal, the minor shall not be removed from the Household for MRVP purposes.

To be considered a member of the Household, a minor has to reside in the Household over 50% of the time. Conversely, for a minor to be removed from the Household, their primary residence (where they reside over 50% of the time) must no longer be the Contract Unit.

#### 16.3.4 Addition of an Adult

All additions of any person age 18 or older to the Household must be approved by the AA and the Owner.

All potential adult Household members must complete or provide the following:

- General release of information;
- CORI release;
- Vital information and documents;
- Social security number, to be used to verify income and eligibility;
- Verification of all income, expenses, deductions, and assets; and
- Written permission from the Owner (if applicable).

All new adult Household members must meet all eligibility criteria (*Chapter 4*), except for income and asset eligibility. Even if the new Household member's income makes the Household over-income, the member may still be added. Once added, the Household shall be sent a termination notice (*Chapter 17.5*).

Based on the Household's size, unit size, and Owner response, adults may be approved to be immediately added to the Household or to be added once the Household relocates to another unit. If the addition of the adult will cause the Household to be overcrowded (*See Chapter 6.3.3*), the adult shall only be added to the Household upon relocation.

#### 16.3.5 Addition of a PCA

All additions of a PCA must be approved by the AA and Owner. All new PCAs must meet all eligibility criteria (*Chapter 4*), except for income and asset eligibility. The Household must also provide verification that a Household member requires assistance of a PCA due to a disability.

All potential PCAs must complete or provide the following:

- General release of information;
- CORI release;
- Vital information and documents;
- Social security number, to be used to verify eligibility; and
- Written permission from the Owner (if applicable).

Note that income information is not required because the income of a PCA, as defined by MRVP, is not included in the Household's income.

Only one bedroom may be added to the Voucher Size to accommodate a PCA, even if PCA duties are shared by more than one part-time PCA or the PCA has additional family members that live with them.

Based on the Household's size, unit size, and Owner response, PCAs may be approved to be immediately added to the Household or to be added once the Household relocates to another unit. If the addition of the PCA will cause the Household to be overcrowded (*See Chapter 6.3.3*), the PCA shall only be added to the Household upon relocation

#### 16.3.6 Addition of a Minor

A minor can be added to a Household through birth, adoption, or court ordered custody at any time and neither the AA nor the Owner may refuse the addition. This includes the addition of children through foster care. The minor's vital documents and any changes in income must be sent to the AA within 30 days of the addition.

If the minor is under age of six, the AA must verify that the Contract Unit is lead safe (*See Chapter 9.3.2*).

If the addition of the minor causes the Household to be under-housed, the AA shall not view that as cause to terminate the Lease.

If the addition of the minor causes the Household to be overcrowded, then the AA will:

- Mobile Voucher: Terminate the Voucher Payment Contract for breach of the State Sanitary Code and issue the Household a Mobile Voucher.
- Project Based Voucher: Add the Household to the Administrative Transfer Waiting List with an emergency preference.

#### 16.3.7 Voluntary Addition of a Minor

If a minor is being added to the Household for reasons other than birth, adoption, or court awarded custody, the Owner and AA must approve the addition. The Participant must also supply the AA with verification that a Household member has custody of the minor, unless the minor is added to the Household at the same time as the minor's guardian.

### 16.4 Change in Head of Household

If the Head of Household changes, the previous Head of Household will no longer be considered the Head of Household and will lose all privileges afforded to Heads of Households. This includes the ability to add and remove Household members and change the Head of Household.

To be eligible to be the Head of Household, a Household member must:

- Be at least 18 years old;
- Have been an approved Household member for at least the previous 12 consecutive months;



- Be willing to abide by all Voucher and Lease terms and take over any repayments already in place;
- Pass a CORI and SORI; and
- Provide government-issued photo ID.

To change the Head of Household, both the current Head of Household and the proposed Head of Household must request the change in writing. The AA shall meet with both parties in person to verify that they would like to change the Head of Household. If the current or proposed Head of Household cannot meet with the AA in person, the request to change the Head of Household must be notarized.

If both parties agree to the change in Head of Household, the AA shall complete an entire recertification of the Household's income and composition. The AA must perform new CORI and SORI review on the proposed Head of Household. Confirmation of the changes shall be sent to the Owner and both the previous and new Head of Household. The Owner may not contest the change in Head of Household. The change in Head of Household cannot be reversed, unless both parties agree. The previous Head of Household does not need to remain a Household member in order for the Household to remain an MRVP Participant, and may be removed from the Household following all MRVP procedures without adversely affecting the Household's MRVP participation.

#### 16.4.1 Change of Head of Household to Caregiver

In cases where the Household consists of a minor child(ren) and one adult Head of Household, if the Head of Household dies or is otherwise removed from the Household and the adult who takes permanent custody of the children is eligible for MRVP, that adult may become the Head of Household and an MRVP Participant, if otherwise eligible, and the Owner must accept the new Head of Household under the existing Lease. Custody must be verified. If that adult is not MRVP eligible, then the Voucher is terminated (*See Chapter 17.6.11 and/or 17.6.18*).

If the adult taking permanent custody of the child(ren) has other Household members, those individuals also may be added to the Voucher, if otherwise eligible for MRVP. However, the Owner is not required to approve these additions to the Household under the MRVP Lease Addendum. All procedures outlined for Change of Head of Household apply, except that the former Head of Household does not need to request the change. When the minor child(ren) turn 18, they may remain in the Household, but they do not automatically have rights to the current Voucher as the Head of Household (unless otherwise changed as described in Section 16.4) and are not entitled to issuance of a separate Voucher.

#### 16.4.2 Change of Head of Household Due to Family Break-Up

If a Household breaks up into two otherwise eligible Households while receiving assistance, only one of the new Households will continue to be assisted. All decisions regarding the

disposition of an MRVP Voucher in the event of a Household break-up will be made by the AA on a case-by-case basis after considering the circumstances of each individual case. If a court decision exists, the AA shall abide by it. Otherwise, AA's shall make the best reasoned decision following the procedures below. Decisions made by the AA are final and a Grievance may not be filed. The AA cannot create two Vouchers from one.

When a Household on the waiting list breaks up into two otherwise eligible Households, only one of the new Households may retain the original application date. Other former Household members may submit a new application with a new application date if the waiting list is open.

In the absence of a judicial decision, or an agreement among the original Household members, the AA shall determine which Household retains their placement on the waiting list, or will continue to receive assistance taking into consideration the following factors:

- The interest of any minor children, including custody arrangements;
- The interest of any ill, elderly, or disabled Household members;
- The interest of any Household member who is the victim of domestic violence, dating violence, sexual assault, or stalking including a Household member who was forced to leave an assisted unit as a result of such actual or threatened abuse;
- Any possible risks to Household members as a result of criminal activity; and
- The recommendations of social service professionals.

Generally, the interests of minor children will take precedence over all other claims and the Voucher will remain with the Household member who has primary custody of the minor children.

AAs must recognize that verification of legal custody may not always be possible, particularly in domestic violence situations. AAs are encouraged to make the best possible decisions in this regard. Custody or guardianship does not necessarily have to be court ordered, but it is subject to verification by the AA.

In situations where one parent of minor children in an assisted Household is the Head of Household, and custody is given to the parent who is not a member of the assisted Household, then the Voucher will remain with the children, as members of the assisted Household, provided the custodial parent Household is program eligible. The AA shall terminate the Voucher as soon as possible after notification of the new custody arrangement and issue a Voucher to the new Head of Household.

In situations of split custody, where each parent or guardian receives custody of at least one child and only one of the separating parents or guardians was a member of the originally assisted Household, then the Voucher will remain with the original assisted Household. If both parents were members of the assisted Household or neither parent continues to live in an MRVP assisted unit, then the AA has discretion to determine who retains the Voucher considering the circumstances of the individual case.

If there are no minor children, then the current Head of Household of record will retain the Voucher except when one of the following is a factor:

- The interest of any ill, elderly, or disabled Household members;
- The interest of any Household member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and provides documentation in accordance with Chapter 18.5 of this Admin Plan; or
- Any possible risks to Household members as a result of criminal activity.

When the Household break-up is voluntary, the Voucher will not be transferred to a remaining Household member if that individual was not listed as a member of the Household with the AA for 12 months immediately prior to the transfer.

#### **16.5 Change in Voucher Size [760 CMR 49.05(7)]**

Any changes in Voucher Size due to changes in Household composition will be effective at the Household's Lease renewal, which ideally is the Household's next regular recertification, or at relocation, whichever occurs first.

If the Voucher Size increases, the Household may elect to move or request a transfer (unless the Household is overcrowded as defined in the State Sanitary Code, in which case, relocation or transfer shall happen as soon as possible), as further explained in Chapter 6.3.2–3.

If the Voucher Size decreases, a Household with a Mobile Voucher will probably have to relocate at the Lease renewal date (*See Chapter 13.2.1*). Because MRVP has maximum rents based on Voucher Size, relocation is often necessary because the rent for the larger unit will likely exceed the maximum rent for the smaller Voucher Size. If this happens, the AA must issue a new Voucher with a smaller Voucher Size. The Voucher issue date for the new, smaller Voucher must be the Lease renewal date. If necessary, the AA may continue to pay the Owner the higher Contract Rent while the Household looks for a new unit. If the Household does not submit an RFPP within the Voucher Search Period allotted, the Household will be terminated from MRVP. Terminations due to Voucher expiration are not able to be appealed (*See Chapter 17.6.16*).

If the Voucher Size of a Household with a Project Based Voucher decreases, the Household will be placed on the Administrative Transfer Waiting List. Chapter 14 describes this process in detail. Any Household that refuses an offer of housing assistance without good cause must be terminated from MRVP (*Chapter 17.6.16*).

#### **16.6 Relocation [760 CMR 49.05(7)(b)(4)]**

A Household's income and composition must be completely recertified whenever a new Lease is signed upon relocation, unless it was recertified within 60 days prior. Increases in Tenant Rent Share due to relocation do not require 30 days' notice (*See Section 16.1*).

## **16.7 Rent Share Grievances [760 CMR 49.05(7)(b)(7)]**

A Participant may file a Grievance for a redetermined Tenant Rent Share within fourteen (14) days of the notification from the AA. During the Grievance process (*See Chapter 17.9*), the Participant shall pay the redetermined Tenant Rent Share.

Following the disposition of the Grievance, the AA shall immediately pay the Owner any amount paid to the Owner by the Participant but determined not to have been due. In turn the Owner shall credit or reimburse the Participant the amount (*See Chapter 18.2*). If the Owner fails to credit or reimburse the Participant, the AA may suspend the Owner's future Voucher Payments until the Owner credits or reimburses the Participant.

In absence of a Grievance, the redetermined Tenant Rent Share shall be paid beginning on its Effective Date, as indicated in the notice to the Participant and Owner.

## Chapter 17: Terminations and Grievances

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 chapter. It is the policy of DHCD that AAs shall seek alternatives to termination whenever appropriate based on the Participant's situation, but there are circumstances when termination of assistance is necessary. The AA shall develop and fairly and reasonably apply rules as to when Households are terminated and when alternatives may be offered.

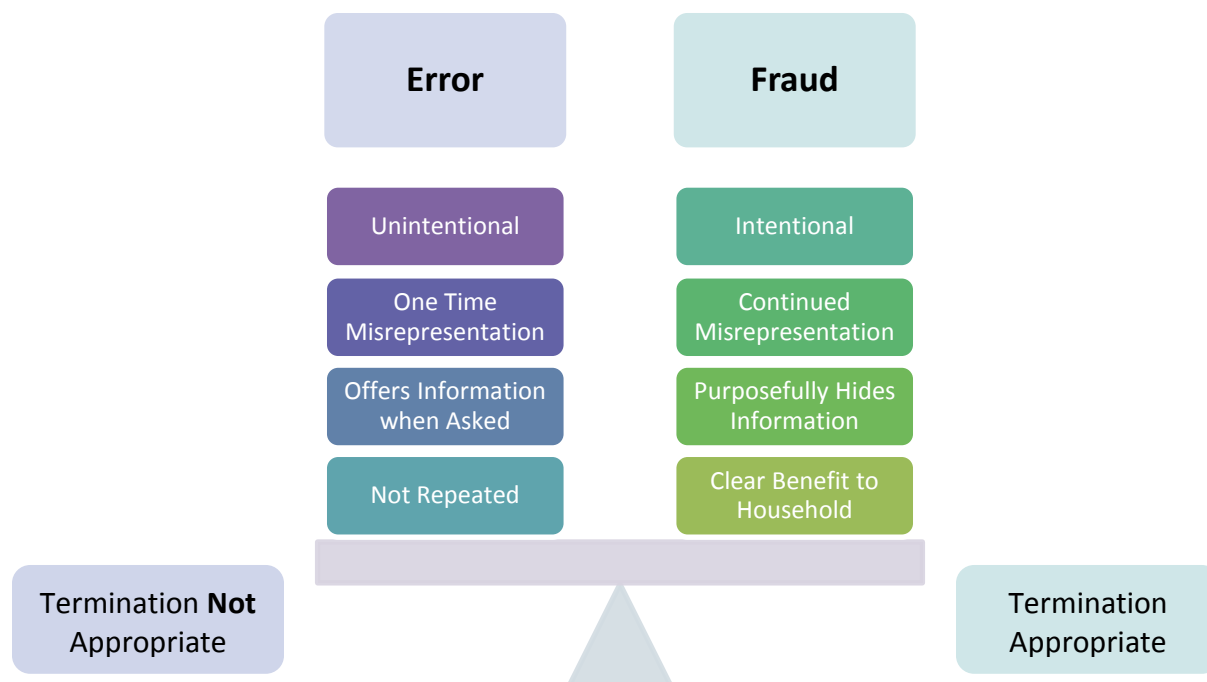
A termination from MRVP automatically terminates the Voucher and Voucher Payment Contract on the Effective Date of program termination. The Participant may continue to live in the Contract Unit, but may be responsible for the entire Contract Rent; if the Participant fails to pay that rent, the Owner 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.

### 17.1 Error versus Fraud

One important concept to note in determining if termination is appropriate is Household error versus 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. 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.

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 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, a one-time error in reporting income information would not, by itself, lead to termination; however, if the information shows that the Household is over-income and ineligible for MRVP, the AA must terminate the Household. If necessary and appropriate, the Household shall be offered a repayment agreement (*See Section 17.2*). In cases of fraud, even if minor, termination is appropriate.



## 17.2 Repayment Agreements [760 CMR 49.05(7)(b)(6)]

In circumstances where the Voucher Payment would have been decreased, and the Tenant Rent Share increased, had the Household reported an increase in net income or a change to the Household composition in a timely manner and the Participant is found to have committed an error, the Voucher Payment shall 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.

The Participant may pay the balance of the amount owed in a lump sum or may, with AA approval, 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 shall be calculated in a reasonable and equitable manner.

The monthly amount due under a repayment agreement may not be more than 10% of the Household's monthly net income. Repayment agreements shall be no more than five years (60 months) long. It is recommended that repayment agreements are calculated so the Household pays less of their income over a longer period of time. Participants may always make additional payments.

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 DHCD for further guidance.

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.



#### *Example 17.1: Repayment Agreements*

Sabrina begins receiving unemployment on June 10. She had previously been receiving only child support. With only child support, her net income was \$250 per month and her Tenant Rent Share was \$100. With unemployment, Sabrina's net income rose to \$1,250 per month. Sabrina's Tenant Rent Share with child support and unemployment is \$500.

On January 17<sup>th</sup>, in the following calendar year, Sabrina meets with the AA for her annual recertification. This meeting is the first time that Sabrina reports her unemployment income. The AA determines that Sabrina's failure to report her unemployment is an error. The AA believes that it is an error based on Sabrina's statements ("Oh my goodness! I completely forgot to send in my benefit letter before we met!") and the fact that Sabrina freely admitted unemployment at her recertification meeting and brought a benefit print out with her to the meeting.

The AA shall adjust Sabrina's Tenant Rent Share to \$500 beginning March 1. Sabrina owes the AA \$2,800. The AA overpaid \$400 per month (\$500 correct Tenant Rent Share - \$100 actual Tenant Rent Share) for 6 months (from September 1, when the change should have been effective, to March 1, when the change was actually effective) on behalf of Sabrina.

The AA determines that Sabrina shall pay \$47 per month (3.8% of her Household's monthly net income) for 59 months with \$27 due on the 60<sup>th</sup> month.

Note that if the amount of repayment is equal to one month's increased Tenant Rent Share, instead of entering into a repayment agreement, the AA may waive the general requirement that 30 days be provided before the Tenant Rent Share is increased, and instead increase the Tenant Rent Share on the first day of the next calendar month, with less than 30 days' notice. It may be helpful to the Household if a repayment agreement can be avoided.

All repayment agreements are interest free, and no additional fees, such as late fees or processing fees, shall be charged, although 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. If the Head of Household is non-English speaking or an LEP person, translation or oral interpretation may be required in accordance with Chapter 3.3. If the repayment agreement is translated into another language, however, the English version of the repayment agreement remains the official version of the repayment agreement.

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.

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.

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 that excess Voucher Payments were not made on their behalf and still refuses to either pay the balance owed or sign a repayment agreement, the Participant shall be terminated from MRVP.

### **17.3 Termination Notice Policies**

Because termination is not a program goal and 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. The following are DHCD's policies that the AA shall follow.

If it is known to the AA that the Head of Household is an LEP Person (someone who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English), translation or oral interpretation of written notices regarding termination, including warning letters and pre-termination meeting and termination notices, may be required, in accordance with Chapter 3. All notices must be sent in accordance with any reasonable accommodations on file.

#### **17.3.1 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.

### 17.3.2 Pre-Termination Meeting

For most terminations, as will be outlined later, it is required that the AA attempt to meet with the Head of Household prior to termination. Minimum requirements for this meeting are:

- 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.
- 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 in accordance with Chapter 3.

### 17.3.3 Termination Notice

Regardless of the reason for termination, the Head of Household must be notified in writing of the termination. A template termination letter is included in Exhibit 17.1: Termination Letter Template and an example in Exhibit 17.2: Termination Letter Example. Minimum requirements for termination letters are:

- Heads of Households must be notified of the termination of assistance in writing.
  - 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.
- 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. Sending the termination letter by regular mail is faster, but also sending by certified or registered mail or another delivery service with a receipt ensures that the AA can prove that the Head of Household received it.
  - 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.

- Owners must be notified of termination, but for privacy reasons the AA must not provide Owners with the reason for termination.
- 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.
  - Exhibit 17.3 provides a helpful guide of citations for termination.
- For LEP persons, the AA shall follow guidelines in Chapter 3.3 of this plan and their own Language Access Plan.
- Termination notices must be sent in accordance with any reasonable accommodations on file.
- 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 document related to the Grievance and how to make that request, and
  - Who to contact at the AA with questions.
- Termination notices must explain how the Head of Household can request a reasonable accommodation.
- 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.

#### 17.3.4 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 may not be notified of reason for termination.

- If the Head of Household does not read or understand English or is an LEP Person, translation or oral interpretation of the reinstatement notice may be required in accordance with Chapter 3.
- Reinstatement notices must be sent in accordance with any reasonable accommodations on file.

#### **17.4 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.

#### **17.5 Over-Income [760 CMR 49.03(1)(b)]**

A Household shall remain income eligible for MRVP until six 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 or greater than the Contract Rent.

The Effective Date of the relocation, recertification, or interim reexamination at which both conditions above are met shall be considered the "first date."

The Household shall be terminated effective six months after the first date both conditions are met. During the six 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 six month period, one of the conditions above ceases to be met, the Household shall no longer be terminated and shall be automatically reinstated into MRVP.

The AA shall give the Owner and Participant written notice prior to the "first date" to alert them that the Voucher will be terminated in six 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 both conditions are met.

Participants cannot file Grievances for over-income terminations. The Participant may, however, file a Rent Share Grievance (*See Chapter 16.7*) at the time the Tenant Rent Share is calculated, if they believe their Tenant Rent Share was calculated incorrectly.

## **17.6 Mandatory Terminations [760 CMR 49.03(2), 49.06(4–5), 49.07(5)]**

Because termination of participation from MRVP is not a program goal, 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 (*See Exhibit 17.3: Termination Guide*) provides a helpful guide for reasons for termination, regulation citations, and possible pre-termination procedures, notice required, and allowable Grievances.

Note that AA's have the flexibility to work with Households to both enforce the MRVP regulations and ensure the best outcome for all Household members, particularly children. For example, consider a Household with an adult Head of Household and three children. If termination from MRVP is necessary because of the Head of Household is incarcerated for and convicted of a violent crime, the AA may terminate the Head of Household and then transfer the Voucher to a caretaker who has custody of the children (*See Chapter 16.4.1*). This does not mean that a Household with children cannot be terminated from MRVP, only that an AA may remove or terminate a single Household member if appropriate.

The AA shall also carefully consider all mitigating circumstances, as described in Chapter 4.2.1 and 4.3.3. 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 following circumstances.

### **17.6.1 Failure to Comply with Repayment Agreement**

As discussed in Chapter 17.2, repayment agreements are tools that AAs can use to help avoid termination in cases of overpayment of Voucher Payments due to error rather than fraud. Under certain circumstances, a Household shall be required to repay Voucher Payments paid on their behalf due to Participant error. 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 shall be terminated from MRVP.

The AA shall send out at least two written notices that the Household is behind on their repayment or have underpaid and that continued inaction shall result in termination. If the written warning letters are not sufficient, the AA shall schedule a pre-termination meeting with the Head of Household and offer the Household the opportunity to become current on the repayment agreement.

If the Household does not become current on the repayment agreement, the AA shall terminate the Household. As described in the Termination Guide (*Exhibit 11.3*), 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, the Household shall be fully reinstated onto MRVP.

It is important to note that 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.

#### 17.6.2 Eviction for Cause

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.

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.

Households may be terminated based on the content of an agreement for possession, but the AA shall exercise extreme caution. Many tenants do not have adequate legal representation or advice when they go to court, whereas many Owners do. 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. Courts may also push Owners and tenants to work together and sign an agreement, rather than have a judge issue an order. If a Household is terminated based on an agreement for possession, follow procedures listed in Section 17.6.5 Failure to Comply with MRVP Voucher.

For terminations for evictions for cause, the AA shall schedule a pre-termination meeting with the Household to discuss the eviction for cause and to review any possible mitigating circumstances. Mitigating circumstances can include 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, termination is not necessary. If applicable, the AA should also consider provisions under VAWA as described in Chapter 18.5. Absent a compelling reason for why the Household is not at fault for the eviction, the Household must be terminated from MRVP.

#### 17.6.3 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, the Household shall be terminated from MRVP.

The three year look-back period only applies at application and initial determination of eligibility. For more details, see Chapter 4.2 and Example 4.2.

The AA shall schedule a pre-termination meeting to discuss the falsification and allow the Household to present information that the misrepresentation was unintentional. The AA shall give the Household the benefit of the doubt, meaning if it is more likely than not that the falsification was unintentional, termination shall not be pursued.

#### 17.6.4 Criminal Activity

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 to be secure in their persons or in their property or with the rights of other tenants to peaceful enjoyment of their units or common areas, the Household shall be terminated from MRVP (*See Chapter 4.3 for further discussion*).

The AA shall schedule a pre-termination meeting with the Head of Household and the Household member who engaged in criminal activity (if not the Head of Household) 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. The AA shall consider all mitigating circumstances and adhere to the VAWA requirements (*See Chapter 18.5*).

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, the AA shall consider the severity of the action, past incidents, and likelihood to cause physical harm to others, as well as, all other mitigating circumstances outlined in Chapter 4.3, if applicable.

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.

#### 17.6.5 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. Chapter 6.2 discusses the MRVP Voucher in detail. Failure to comply with the Voucher can encompass a wide range of actions or inaction by a Household. The AA shall apply termination procedures fairly among all MRVP Participants.

The following actions fall under the broader category of failing to comply with the Voucher:

- Violating the Lease and/or MRVP Lease Addendum;

- Improperly terminating the Lease;
- Subletting, assigning, or transferring the Contract Unit;
- Receiving duplicative assistance; and
- Having a financial interest in the unit.

Section 6d of the MRVP Voucher includes a warning that a Household 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. Those timelines only apply when determining a Household's eligibility for readmission to MRVP (*See Chapter 4.2*)

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 (*See Section 17.6.2*).

The AA shall 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, the Household shall be terminated from MRVP. 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.

#### 17.6.6 Abuse towards AA

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 shall be 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. The AA may recoup any Voucher Payments made for the month in which the termination occurs. The Household may file a Grievance. Any incidents shall be reported to the police, if necessary.

If the abusive or threatening behavior did not involve physical violence, the AA shall schedule a pre-termination meeting with the Head of Household and the Household member who engaged in abusive behavior (if not the Head of Household) to discuss the incident(s). The AA shall 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, the AA shall consider past behavior, severity of the behavior, and the likelihood of physical harm if the behavior is repeated.

#### 17.6.7 Failure to Provide Information

If a Household fails to provide information reasonably necessary for the AA to process the Applicant's application or conduct a recertification or reexamination, the Household shall be 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. AAs are required under MRVP regulations to recertify a Household's income and composition at least once per year. If the AA fails to recertify a Household annually, the AA must be able to show every effort was made, up to and including termination, to complete the recertification.

The AA shall 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, the AA shall 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, the AA shall terminate the Household. If the information is provided to the satisfaction of the AA at any time prior to when program termination is effective, all termination proceedings shall be dropped.

#### 17.6.8 Unit is not Sole Residence

If the Household intends to or does live somewhere other than the Contract Unit as their sole residence, the Household shall be terminated from MRVP. Such intention or action can be evidenced by subletting the unit, establishing a second residence, having a second or vacation home, or signing another lease.

The AA shall schedule a pre-termination meeting with the Household to discuss the situation and to review any possible mitigating circumstances. Mitigating circumstances shall be considered. Absent a compelling reason for why the Household is not using the Contract Unit as their sole residence, the Household must be terminated from MRVP.

#### 17.6.9 Vacating/Abandoning the Unit

If the Household has vacated or abandoned the unit in violation of the Lease and/or Voucher, the Household shall be terminated from MRVP.

It is important to note the difference between leaving the unit for an extended period and vacating the unit. Under MRVP the entire Household may leave a unit for up to 30 days. Although the Household should alert the AA and Owner of a prolonged absence, it is not a requirement. Typically, when a unit is abandoned, most if not all of the Household's possessions are removed from the unit. The Household may return the key to the Owner, alert the Owner that they are leaving, or stop paying rent. When the Household has no intention of returning, the unit may be considered abandoned.



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, the AA shall 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.

No warning letter or pre-termination meeting is required prior to termination, although the AA shall attempt to locate the Household and determine the reason for vacating. The AA shall 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.

#### 17.6.10 Illegal Drug Use

If a Household member is a current illegal user of one or more controlled substances as defined in M.G.L. c. 94C §1, including using substances at a location other than the Contract Unit or premises, the Household shall be terminated from MRVP. Note that marijuana is not a controlled substance.

A person's illegal use of a controlled substance within the preceding 12 months shall create a presumption that such person is a current illegal user of a controlled substance, but the presumption may be overcome by a convincing showing that the person has permanently ceased all illegal use of controlled substances. This disqualification of current illegal users of controlled substances shall not apply to Applicants or Participants in housing provided through a treatment program for illegal users of controlled substances. The AA shall also consider any efforts of treatment or rehabilitation as a mitigating circumstance when deciding if termination from MRVP is appropriate.

The AA shall 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 that it is more likely than not that illegal drug use occurred. The AA shall consider all mitigating circumstances, including efforts to stop using illegal substances, as outlined in Chapter 4.3. 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, the AA shall 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 (including at a location that is not the Contract Unit), 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.

#### 17.6.11 Intentional Damages

If a Household or any of the members of the Household cause intentional damages to the Contract Unit in an amount exceeding two months of rent during any one year period, the Household shall be subject to termination from MRVP.

The AA shall schedule a pre-termination meeting with the Head of Household and the Household member who caused the damages (if not the Head of Household) 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. 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, as further discussed in Chapter 18.5), and past behavior shall be considered.

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

If a Household fails to accurately report income and as a result subsidy is overpaid on their behalf, the AA shall determine if the failure was due to error or fraud. If determined to be due to error, a repayment agreement shall be offered. If due to fraud, the Household shall be terminated.

If a Household fails to reports changes to its composition, the AA shall determine if the failure was due to error or fraud. Failure to report additions due to birth, adoption, or court ordered custody in a timely manner is often error. On the other hand, Households may purposely fail to report new Household members because of income or because the additional member is ineligible for MRVP. That constitutes fraud. Additionally, any Guest who stays in the unit for more than 30 days, consecutively or collectively, in any 12 month period shall be considered a Household member for the purposed of Tenant Rent Share calculation and must be added to the Household following all MRVP guidelines (*See Chapter 16.3*). 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 (*See Section 17.6.6*).

If the failure to report a change in Household composition is determined to be due to error, the Household member shall be added and a repayment agreement shall be offered, 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, the Household shall be given the opportunity to add the Household member and enter into a repayment agreement, if appropriate. In cases of verified fraud, the Household shall be terminated.

The AA shall 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, the AA shall give the Household time to submit documentation regarding the unreported income (*See Chapter 8.3.3*). If the Household refuses

to sign the repayment agreement or does not submit satisfactory documentation, or in cases of fraud, the Household shall be terminated from MRVP.

Please note that prior to termination for failure to report a change in Household composition, the AA must show that it is more likely than not that any unreported Household members are indeed living in the Contract Unit. This can be extremely hard to do. In these cases, adding the Household member and entering into a repayment agreement is an acceptable solution, even if the AA strongly believes that fraud has occurred.

#### 17.6.13 Death of Only Household Member

If the Head of Household is the only Household member and he or she 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. 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.

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

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, the Household shall be terminated from MRVP. 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, the Household shall be terminated from MRVP.

When the offer of housing assistance is made, the Household shall be informed of the possibility of MRVP termination if the offer is not accepted or, in the case of a Mobile Voucher, if the Household fails to sign a Lease within the allotted time frame. No other notification is required, although the AA shall give the Household 30 days' notice prior to the expiration date of the Mobile Voucher, if one is issued.

Chapter 14 discusses Administrative Transfers in depth.

#### 17.6.15 Voucher Expiration—Mobile Only

If a Household is issued a Mobile Voucher and does not locate a Suitable Unit and submit an RFPP within one hundred and twenty (120) days (or longer, if extensions are granted or an RFPP is submitted), the Voucher will expire and the Household shall not be 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 without 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.

The AA shall 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. The notice shall also explain for the Participant may request an extension or reasonable accommodation. No other notice is required prior to termination. Grievances may not be filed.

#### **17.6.16 No Longer Residing in Unit—Project Based Only [760 CMR 49.06(5)]**

In most circumstances, if a Household with a Project Based Voucher ceases to reside in the Project Based Unit, the Voucher will terminate and the Household shall not be 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.

Chapter 14 reviews situations in which termination may be avoided when moving out of a Project Based Unit.

### **17.7 Termination Under VAWA**

For a complete discussion of the implications of VAWA on MRVP administration, including definitions of key terms, see Chapter 18.5.

### **17.8 Grievances [760 CMR 49.10]**

In the context of MRVP, a Grievance is defined as:

- An allegation by a Participant that an AA or an AA employee has acted or failed to act in accordance with the Participant's Voucher or any statute, regulation, or rule regarding the conditions of participation and that the alleged action or failure to act has adversely affected the status, rights, duties, or welfare of the tenant or a Household member;
- 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 that the alleged action or failure to act has adversely affected the status, rights, duties, or welfare of the Grievant or a Household member; or
- An appeal by a data subject pursuant to 760 CMR 8.00.

The following cannot be the subject of a Grievance:

- The meaning of a statute, regulation, or rule shall not be the subject of a Grievance.
- A dispute between a Participant and another Participant, neighbor, or Household member, in which the AA is not involved, shall not be the subject of a Grievance.

A Grievance also shall not 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.

The terms “Hearing Officer” and “Hearing Panel” are defined in Chapter 2.

### **17.9 Grievance Procedures [760 CMR 49.10]**

Each AA shall have a Grievance procedure, subject to approval by DHCD, of which the purpose shall be the prompt and reliable determination of Grievances. Any Grievance procedure must include the minimum requirements in 760 CMR 49.10, which are outlined below together with additional information regarding DHCD policy.

Any existing AA Grievance procedure shall incorporate the procedures below or be amended to do so. All procedures are subject to DHCD approval.

#### **17.9.1 Initiation of a Grievance**

All Grievances related to termination for MRVP must be initiated by a program Participant in writing and shall be mailed or delivered to the AA at its main office (or elsewhere, if so specified) within fourteen (14) calendar days after the date of the termination notice.

A grievance regarding some other matter shall be initiated by a Grievant in writing and shall be mailed or delivered to the AA at its main office (or elsewhere, if so noted), no more than 14 calendar days after the date on which the Grievant first became aware of the subject matter of the Grievance or should have become aware of the subject matter of the Grievance.

The AA shall have discretion to permit a Grievance to be initiated late. The AA shall permit additional time for initiation of a Grievance if the AA finds that 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 six 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.

#### **17.9.2 Informal Settlement Conference**

Promptly after the initiation of a Grievance, the AA shall 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.

The AA shall give reasonable advance notice (at least 7 calendar days) to the Grievant and their representative (if any) of a time and place for an informal settlement conference, unless such a conference shall have taken place when the Grievance was delivered to the AA. If a matter is not resolved at the informal settlement conference, a Grievance hearing shall be held. Failure

to attend an informal settlement conference shall not affect a Grievant's right to a Grievance hearing.

#### 17.9.3 Hearing Date and Notice of Hearing

Two or more AAs may share staffing responsibilities to conduct Grievance hearings.

A Grievance hearing regarding whether good cause exists for terminating a Voucher shall be scheduled within twenty-one (21) days or as soon as reasonably practical after the date on which the AA receives the Grievance.

A hearing of a Grievance regarding another issue shall be scheduled as soon as reasonably convenient following receipt of the Grievance.

The AA shall give reasonable advance written notice (DHCD's policy is at least 7 calendar days) of the time and place of the hearing to the Grievant and to their representative (if any). The AA, the Hearing Panel, or the Hearing Officer may reschedule a hearing by agreement or upon a showing by the Grievant or AA that rescheduling is reasonably necessary.

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 shall be final.

#### 17.9.4 Pre-Hearing Examination of Relevant Documents

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

#### 17.9.5 Persons Entitled to be Present

At the hearing the AA and the Grievant may be represented by a lawyer or by a non-lawyer. Each person present at the hearing shall conduct himself or herself in an orderly manner or they shall be excluded.

The following is DHCD's policy:

- All Grievance hearings shall be private unless the Grievant requests that it be open to the public.
- If the Grievant requests an open hearing, the hearing shall be open to the public unless the Hearing Panel or the Hearing Officer otherwise orders.

- The AA and the Grievant shall be entitled to specify a reasonable number of persons who may be present at a private hearing.
- A challenge to the presence of any such person shall be decided by the Hearing Panel or the Hearing Officer.

#### 17.9.6 Procedure at Grievance Hearings

A Hearing Panel or the Hearing Officer shall conduct the Grievance hearing in a fair manner without undue delay. The Hearing Panel or the Hearing Officer shall initially take appropriate steps to define the issues. Thereafter, relevant information, including testimony of witnesses and written material, shall be received regarding such issues. Both the Grievant and the AA shall be entitled to question each other's witnesses.

Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The hearing shall be tape-recorded. The 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. The panel members or the Hearing Officer may request the AA or the Grievant to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information.

#### 17.9.7 Written Decision and Effect of Decision

Within fourteen (14) calendar days following the hearing or as soon thereafter as reasonably possible the Hearing Panel or the Hearing Officer shall provide the AA with a written decision on the Grievance, describing the factual situation and ordering whatever relief, if any that shall be appropriate under the circumstances and under applicable laws, regulations, rules and/or policies. The decision shall be based 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 AA shall forthwith mail or otherwise deliver a copy of the decision to the Grievant and/or their representative. The copy of the decision shall 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. A copy of the decision (with names and personal identifiers deleted) shall thereafter be maintained at the AA and shall be open to public inspection.

#### 17.9.8 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. It is DHCD's policy that the AA require that the request be made in writing within fourteen (14) calendar days of the date the decision was mailed or otherwise delivered to the Grievant.

The AA's Board may review the decision, or the AA may appoint another equivalent body, subject to approval by DHCD. It is DHCD's policy that the body that reviews the decision shall:

Have extensive knowledge of MRVP, the MRVP Budget Line Item language and regulations, and all DHCD guidance regarding MRVP;

- 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.
- 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.

The other equivalent body does not need to be an AA employee or Board. Two or more AAs may share responsibilities for reviewing decisions.

The Board or other equivalent body shall 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 shall be in writing and shall explain its reasoning. If a written decision is not rendered within forty-five (45) days from the date a review is requested, the decision of the Board or other equivalent body, when rendered, shall specify a reason showing that there has been no undue delay.

#### 17.9.9 Review by DHCD—Terminations Only

In the event that the AA's Board or other equivalent body shall make a material change in a decision of the Hearing Panel or Hearing Officer, upon written request of the AA or Grievant made within fourteen (14) days of mailing or other delivery of the decision, DHCD shall review the decision of the Board or other equivalent body. DHCD may request written documentation from the parties. DHCD will review all submitted materials and will render a written decision after consideration of the facts presented upholding, setting aside or modifying the decision of the Board or other equivalent body.

**DHCD only reviews Grievances filed regarding termination of MRVP assistance.** DHCD does not review any other Grievances.

#### 17.9.10 Effect of a Decision on a Grievance

The last rendered decision on a Grievance shall be 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



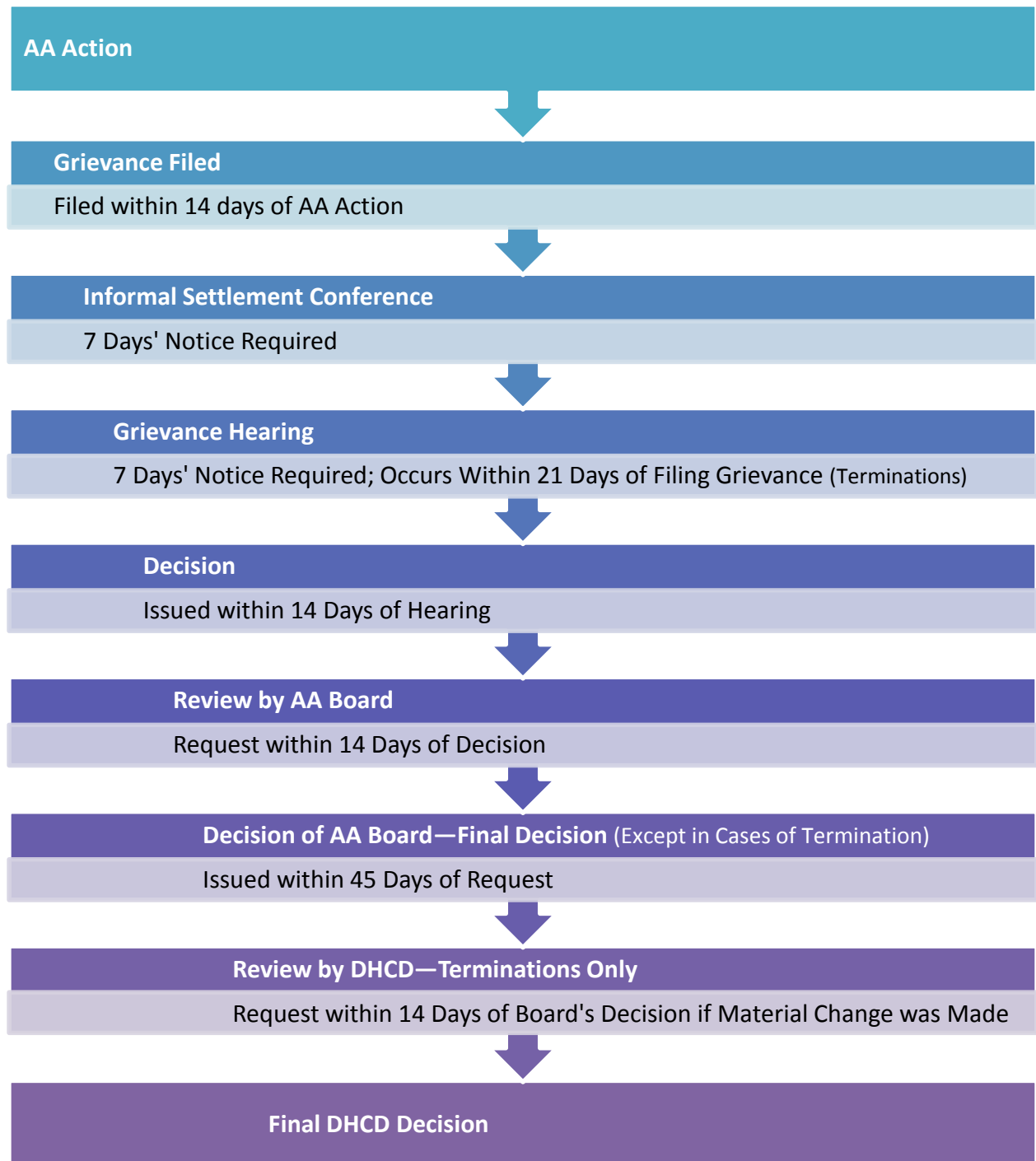
Participant does not timely pursue the appropriate administrative remedy in accordance with the Grievance process and timeframes specified in this chapter and 760 CMR 49.00, that level of review shall be deemed waived.

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

#### 17.9.11 Voucher Payments During Grievances

The AA shall 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 in accordance with the requirements of this chapter and 760 CMR 49.00, as long as a court of competent jurisdiction has not declared that the MRVP Participant is no longer a valid tenant in the Contract Unit. If a court of competent jurisdiction orders the AA to continue making Voucher Payments, the AA shall continue to do so (as long as the Participant remains in the Contract Unit) and alert DCHD immediately.

## Grievance Procedures for MRVP



## Chapter 18: Program Administration

This chapter outlines important aspects of proper program administration.

### 18.1 Voucher Utilization [FY17 MRVP Budget Line Item]

Unless otherwise directed by DHCD, all AAs shall promptly issue and reissue all Vouchers. All allocated Vouchers shall be utilized as quickly as possible. AAs shall also work with Project Based Owners to ensure that Voucher utilization rate at Project Based properties is high.

#### 18.1.1 Reissuing Project Based Vouchers as Mobile Vouchers

Over time, MRVP Project Based Owners have opted out of contracts, units have been deemed uninhabitable, or contracts have been terminated upon the sale of properties that previously has Project Based Voucher assistance. When a Project Based Voucher is “lost” due to a decrease in contracted units, units being deemed uninhabitable, or through a conversion to another affordable housing program, AAs have the ability to increase their Mobile Voucher allocation by the number of Project Based Vouchers lost.

Note that under M.G.L. Chapter 40T (important legislation passed in 2009 that aims to preserve existing, privately-owned affordable housing), some MRVP Project Based Owners are required to give notice to tenants if they are terminating affordability restrictions at those properties. Some Owners also may be required to give DHCD an opportunity to purchase their property before selling it to a third party. If an Owner subject to 40T fails to give proper notice to tenants and DHCD, by statute, they are not permitted to terminate the affordability restrictions. DHCD regulations governing Chapter 40T are at 760 CMR 64.00. DHCD staff can also answer questions about whether Chapter 40T applies to a particular Owner’s termination of Project Based Voucher participation.

#### Notification

When an AA is notified by an Owner that the Owner is terminating a Voucher Payment Contract or otherwise identifies “unallocated” or “unutilized” Project Based Vouchers the AA must immediately complete the Request to Convert Project Based Voucher(s) to Mobile Form (*Exhibit 18.1*) and contact DHCD. DHCD will review the conversion request. If 40T notification is required, DHCD will work with the Owner to ensure compliance and inform the AA of next steps. If the Vouchers are able to be issued as Mobile Vouchers, DHCD will inform the AA that it must issue Mobile Vouchers, if the AA chooses to administer the converted Mobile Vouchers.

#### Issuance

An AA choosing to administer the converted Mobile Vouchers must issue the Vouchers as soon

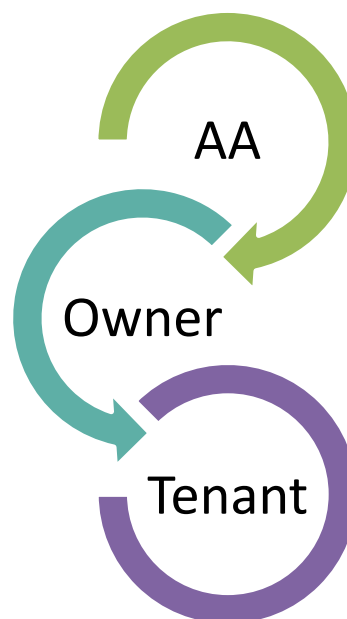
as possible. New Mobile Vouchers will be issued to Applicants on the AA's waiting list following Standard Participant Selection Requirements (*See Chapter 5.4*). DHCD will adjust the AA's Project Based Voucher allocation down and its Mobile Voucher allocation up. Upon confirmation of conversion from DHCD, the AA shall requisition for the leased Vouchers under its Mobile program. If the AA chooses not to administer the converted Mobile Voucher(s), another AA will be asked to administer them. The conversion of Project Based Vouchers to Mobile is subject to proper notification to DHCD and appropriation.

## 18.2 Retroactive Tenant Rent Share Changes

A Participant's Tenant Rent Share can only be retroactively increased if a Participant failed to report an increase in income or change in Household composition that would have required the Voucher Payment to decrease and the Tenant Rent Share to increase. As described in Chapter 17.2, if the AA determines that such failure is due to error rather than fraud, rather than terminating the Participant from MRVP, the AA may adjust the Voucher Payment retroactively to the date that the change would have taken effect had the increase been properly reported and may enter into a repayment agreement to recover excess subsidies already paid on the Participant's behalf.

If a Participant's Tenant Rent Share is retroactively decreased, it means that the agency owes the Owner extra Voucher Payments and that the Participant may have overpaid their Tenant Rent Share.

In these cases, the AA cannot directly reimburse the Participant for overpayment of the Tenant Rent Share. Instead, the AA shall pay the Owner the extra Voucher Payments. The Owner may then choose whether to reimburse the Participant or credit the Participant's account, but must do one or the other. If the Owner fails to reimburse or credit the Participant, the AA may suspend the Owner's future Voucher Payments under the Owner does reimburse or credit the Participant. The AA shall thoroughly explain this process in writing to the Participant and Owner.



## 18.3 Record Management

All AAs shall have procedures for record management. Procedures are subject to approval by DHCD. All procedures shall incorporate the following:

- All Participant files must be maintained in secure areas at the AA. Only approved AA

staff may access Participant files.

- CORI reports shall be reviewed only by approved staff and shall not be kept in Participant files.
- CORI reports must be appropriately destroyed in accordance with 803 CMR 5.09 and 5.10.
- Documentation that CORI and SORI reports have been reviewed and approved must be kept in Participant files (although the reports themselves may not be kept in Participant files).
- All files must be maintained in good order. Organization of files must be clear and standardized across the agency.
- All Participant files must contain:
  - Original application;
  - Vital documents;
  - Documentation that CORI and SORI reports have been reviewed and approved;
  - Signed Voucher;
  - Lease and MRVP Lease Addendum;
  - Verification that the unit has passed inspection and is lead safe (if applicable);
  - Voucher Payment Contract;
  - Any other Owner or unit documents, such as proof of ownership and W-9;
  - Information regarding Household composition and income;
  - All tenant letters, including notices, appointments, requests, and Tenant Rent Share letters; and
  - Repayment agreements and terminations.
- For Project Based Vouchers, the AA may maintain one central Owner file for each project. This file may contain:
  - Voucher Payment Contract;
  - Proof of Ownership;
  - Lead safe documents (if applicable);
  - Rent increase requests; and
  - Any other paperwork or communication between the AA and Owner regarding the project.

In these cases, the above mentioned documents do not need to be in the files of Participants living the Project Based Voucher units at the project.

- The AA shall write and follow document retention procedures, including destruction, and may consult with DHCD regarding requirements.

### 18.3.1 Voucher Allocation

AAs shall maintain accurate records of all Vouchers allocated and their usage. Any transfers of Vouchers from one AA to another AA shall be recorded and reported promptly to DHCD (*See Chapter 9.5 and Exhibit 9.4*). AAs must be able to report on the number of total Voucher allocated, number of Vouchers issued, and number of Voucher leased by allocation at any time, if requested by DHCD.

## 18.4 Privacy and Confidentiality [760 CMR 8]

Through the administration of MRVP, AAs are “holders” of “personal data” as those terms are defined in M.G.L. c. 66A. As such, AAs must follow all related regulations and requirements. The AA must follow all state law, regulations, and requirements related to privacy and confidentiality, as described in M.G.L. c. 66A and 760 CMR 8.00.

### 18.4.1 Informed Consent

A Participant must give informed consent to release personal information when requested by an AA, as required by program regulations.

Consent will be deemed "informed consent" only if the AA provides to the Participant a written statement containing the following information and the Participant indicates their written understanding and agreement:

- an explanation of how the requested data will be used and held;
- the identity of persons, entities or agencies who will receive or hold the data, and an assurance that all such holders will keep the data confidential;
- an offer to answer any inquiries concerning the data, indicating the data subject's right to object in accordance with 760 CMR 8.05; and,
- any legal requirements to provide the requested data and any legal or administrative consequences arising from a decision to withhold the data.

An example of an acceptable written statement is provided in Exhibit 18.2.

Except where otherwise provided by statute or judicial order, personal data collected for one purpose shall not be used for another unrelated purpose without the informed consent of the data subject.

## 18.5 Violence Against Women Act (VAWA)

The Violence against Women Act of 2005 (VAWA) provides special protections for victims of domestic violence, dating violence and stalking who are applying for or receiving assistance under housing programs. Note: VAWA applies to persons of any and all genders and gender identities, not only women.

On March 7, 2013, the Violence Against Women Reauthorization Act of 2013 (VAWA 2013) was signed into law. VAWA 2013 implements several key changes related to housing protections for victims of domestic violence, dating violence, sexual assault, or stalking. The VAWA 2013 changes are documented in the HUD Notice in the Federal Register (78 FR 47717 (Aug. 6, 2013)), and are reflected in this Plan.

Note that when “domestic violence” is used throughout this plan, unless otherwise stated, the term includes domestic violence, dating violence, sexual assault, and stalking, all as defined below.

Note that when “domestic violence” is used in relation to terminating a Lease and/or as a condition for an administrative transfer, “domestic violence” shall also include a sexual assault, as defined below, that took place in the Contract Unit within the 90 days prior to the Applicant or Participant’s disclosure of the sexual assault.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and AA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and DHCD policies are located primarily in the following sections:

#### 18.5.1 Definitions

As used in VAWA:

- **Bifurcate**: The term bifurcate means, with respect to an MRVP Lease, to divide a Lease as a matter of law such that certain tenants can be evicted or removed while the remaining Household members’ Lease and occupancy rights are allowed to remain intact.
- **Dating Violence**: The term dating violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - The length of the relationship;
  - The type of relationship; and
  - The frequency of interaction between the persons involved in the relationship.
- **Domestic Violence**: The term domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from

that person's acts under the domestic or family violence laws of the jurisdiction.

- **Affiliated Individual:** The term affiliated individual means, with respect to a person:
  - A spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in the position or place of a parent; or
  - Any individual, tenant, or lawful occupant living in the household of that person.
- **Sexual Assault:** Sexual assault is defined as any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent (42 U.S.C. 13925(a)).
- **Stalking:**
  - To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
  - To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
  - In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

#### 18.5.2 Notification

The AA shall adopt the following policy to help ensure that all actual and potential beneficiaries of MRVP are aware of their rights under VAWA. AAs are required to inform program Participants of their rights under VAWA, including their right to confidentiality and the limits thereof. The AA will provide all Applicants with information about VAWA at the time they request an application for housing assistance. The AA will also include information about VAWA in all notices of denial of assistance. The AA will provide all Participants with information about VAWA at the time of admission and when VAWA statutes and/or regulations change. The AA will also include information about VAWA in notices of termination of assistance. The VAWA information provided to Applicants and Participants will consist of the notice in Exhibit 18.3: Notice to MRVP Applicants and Participants Regarding Violence Against Women Act (VAWA) and the form attached as Exhibit 18.4: Certification of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Form.

The AA will post the following information regarding VAWA in its offices and on its Web site. It will also make the information readily available to anyone who requests it.

- A summary of the rights and protections provided by VAWA to MRVP Applicants and Participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (see sample notices in Exhibit 18.3 and Exhibit 18.5: Notice to MRVP



Owners and Managers Regarding the Violence Against Women Act (VAWA)).

- The definitions of domestic violence, dating violence, sexual assault, and stalking provided in VAWA (included in Exhibit 18.3 and 18.5).
- An explanation of the documentation that the AA may require from an individual who claims the protections provided by VAWA (included in Exhibit 18.3 and 18.5)
- A copy of Certification of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Form (*Exhibit 18.4*)
- A statement of the AA's obligation to keep confidential any information that it receives from a victim unless (a) the AA has the victim's written permission to release the information, (b) it needs to use the information in an eviction proceeding, or (c) it is compelled by law to release the information (included in Exhibit 18.3 and 18.5).
- The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibit 18.3 and 18.5).
- Contact information for local victim advocacy groups or service providers.

#### 18.5.3 Notification to Owners and Managers

The AA will provide Owners and managers with information about their rights and obligations under VAWA when they begin their participation in MRVP. The VAWA information provided to Owners will consist of the notice in Exhibit 18.5 and a copy of the Certification of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Form (*Exhibit 18.4*).

The AA may also utilize any or all of the following means to notify Owners of their VAWA responsibilities:

- Day to day interactions with Owners and managers.
- Inserts in Voucher Payments, 1099s, Owner workshops, classes, orientations, and/or newsletters.
- Signs in the AA lobby and/or mass mailings which include model VAWA certification forms.

#### 18.5.4 Victim Documentation

An AA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. The AA may also require an Applicant or Participant claiming protection under VAWA to provide documentation (1) demonstrating the connection between the abuse

and the unfavorable history and (2) naming the perpetrator of the abuse.

Any request for documentation of domestic violence, dating violence, sexual assault, or stalking will describe the forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline. The individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The AA may, in its discretion, extend the deadline for 10 business days. Any extension granted by the AA will be in writing.

The individual may satisfy the AA's request by providing any one of the following three forms of documentation:

1. A completed and signed Certification of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Form (*Exhibit 18.4*) which must include the name of the perpetrator;
2. A federal, state, tribal, territorial, or local police report or court record; or
3. Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; an administrative agency; or a mental health professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The AA has the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. If the AA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking, the AA will document acceptable of the statement or evidence in the individual's file.

The AA may not require certification in addition to third-party documentation. The AA also may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as in cases where the AA receives conflicting certification documents from two or more members of a Household, each claiming to be a victim and naming one or more of the other petitioning Household members as the perpetrator. In these cases, the AA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). The AA must honor any court orders issued to protect the victim or to address the distribution of property.

In order to deny relief for protection under VAWA, an AA must provide the individual requesting relief with a written request for documentation of abuse (which may include certification in the form of Exhibit 18.4). If the individual fails to provide the documentation within 14 business days from the date of receipt or provides documentation that is insufficient, or such longer time as the AA may allow, the AA may deny relief for protection under VAWA.

The individual may file a Grievance, request a private conference, or present information at any point in the future.

#### 18.5.5 Confidentiality

All information provided to the AA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that the AA

- May not enter the information into any internally or externally shared database;
- May not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work; and
- May not provide the information to any other entity or individual, except to the extent that the disclosure is
  - Requested or consented to by the individual in writing;
  - Required for use in an eviction proceeding; or
  - Otherwise required by applicable law.

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the AA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

#### 18.5.6 VAWA Protections Against Denial of Assistance

##### Notification

DHCD acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an apartment, a prior arrest record) that would warrant denial under the AA's policies if the unfavorable history is not directly related to domestic violence, dating violence, sexual assault, or stalking given rise to protections under VAWA.

Because the AA will not necessarily know when an Applicant's unfavorable history is related to domestic violence, dating violence, sexual assault, or stalking, whenever the AA makes a determination to deny admission to an Applicant Household, the AA will include in its notice of denial the information described previously in in section 18.5.2 of this chapter and will request that an Applicant wishing to claim protection under VAWA notify the AA within 10 business days.

##### Victim Documentation

If an Applicant claims the protection against denial of assistance that VAWA provides to victims of domestic violence, dating violence, sexual assault, or stalking, the AA will request in writing

that the Applicant provide documentation supporting the claim in accordance with this chapter.

### Perpetrator Documentation

If the perpetrator of the abuse is a member of the Applicant Household, the Applicant must provide additional documentation consisting of one of the following:

- A signed statement requesting that the perpetrator be removed from the application and certifying that the perpetrator will not be permitted to visit or to stay as a Guest in the assisted unit; or
- Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to their belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

#### 18.5.7 VAWA Protections Against Termination

VAWA also provides specific protections against termination of MRVP assistance for victims of domestic violence, dating violence, sexual assault, or stalking.

- VAWA provides that an AA may not terminate assistance to a Household that moves out of an assisted unit in violation of the Lease, with or without prior notification to the AA, if the move occurred to protect the health or safety of a Household member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed they were imminently threatened by harm from further violence if they remained in the unit.
- VAWA also provides that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may not be construed either as serious or repeated Lease violation by the victim or as good cause to terminate the assistance of the victim.
- VAWA provides that criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking may not be construed as cause for terminating the assistance of a tenant if a member of the tenant Household, a Guest, or another person under the tenant's control is the one engaging in the criminal activity and the tenant or an affiliated individual of the tenant is the actual or threatened victim of the domestic violence, dating violence, sexual assault, or stalking.
- VAWA gives the AA the authority to terminate assistance to any tenant or lawful

occupant who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual without terminating assistance to, or otherwise penalizing, the victim of the violence.

### Limitations on VAWA Protections

VAWA does not limit the authority of an AA to terminate the assistance of a victim of abuse for reasons unrelated to domestic violence, dating violence, sexual assault, or stalking so long as the AA does not subject the victim to a more demanding standard than it applies to other program Participants.

VAWA does not limit the authority of the AA to terminate the assistance of any Participant if the AA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance. HUD regulations define actual and imminent threat to mean words, gestures, actions, or other indicators of a physical threat that

- (a) is real;
- (b) would occur within an immediate time frame; and
- (c) could result in death or serious bodily harm.

In determining whether a Participant who is a victim of domestic violence, dating violence, sexual assault, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the AA will consider the following, and any other relevant, factors:

- Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, or stalking;
- Whether the threat is a physical danger beyond a speculative threat;
- Whether the threat is likely to happen within a short period of time;
- Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location;
- Duration of the risk;
- Nature and severity of the potential harm;
- Likelihood that the potential harm will occur; and
- The length of time before the potential harm would occur.

Even when a victim poses an actual and imminent threat, however, under federal VAWA regulations an AA may terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat."

If the Participant wishes to contest the AA's determination that they are an actual and imminent threat to other tenants or employees, the Participant may do so as part of the Grievance process (*See Chapter 17.8–9*).

## Terminating the Assistance of a Domestic Violence Perpetrator

Although VAWA provides protection against termination of assistance for victims of domestic violence, it does not provide protection for perpetrators. VAWA gives the AA the explicit authority to “terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual” without terminating assistance to, “or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.”

The AA may exercise its authority to terminate MRVP assistance to a perpetrator whether or not an Owner bifurcates a Lease or takes other action against an individual Household member. Further, this authority supersedes any local, state, or other federal law to the contrary. However, if the AA chooses to exercise this authority, it must follow any procedures prescribed by applicable local, state, or federal law regarding termination of assistance. This means that the AA must follow the same rules when terminating assistance to an individual as it would when terminating the assistance of an entire Household.

The AA may terminate assistance to a Household member if the AA determines that the Household member has committed criminal acts of physical violence against other Household members or others. This action will not affect the assistance of the remaining, non-culpable Household members.

In making its decision, the AA will consider all credible evidence, including, but not limited to, a signed certification (*Exhibit 18.4*) or other documentation of abuse submitted to the AA by the victim. The AA will also consider mitigating factors. Upon such consideration, the AA may, on a case-by-case basis, choose not to terminate the assistance of the culpable Household member. If the AA does terminate the assistance of the culpable Household member, it will do so in accordance with applicable law, state regulations, and the policies in this plan.

## Chapter 19: Program Integrity

Key to proper administration of MRVP is program integrity. Program integrity covers such things as detecting fraud, waste, and abuse, implementing corrective measures, complying with regular audits, and having comprehensive conflict of interest policies. Massachusetts has an ongoing commitment to eliminating fraud, waste, and abuse from state programs. AAs have an obligation to continue this through program administration.

DHCD's Fraud, Waste, and Abuse Policy defines fraud as intentional, willful, deliberate act by deception, unethical act or misrepresentation made by a person with knowledge that the deception or the act could result in some unauthorized benefit, such as money, time, property, favor, to himself or herself or some other person. It includes an act that constitutes fraud under applicable federal or state law.

DHCD's Fraud, Waste, and Abuse Policy defines waste as incidents or practices, which are inconsistent with legal, ethical, accepted and sound business, fiscal or programmatic practices that result in unnecessary costs to DHCD's programs; or in reimbursement for services that are not provided or fail to meet professionally recognized standards set for DHCD programs. Waste is the intentional or unintentional, thoughtless or careless expenditure, consumption, mismanagement, use, or squandering of state or federal resources to the detriment or potential detriment of the Commonwealth of Massachusetts or the Federal Government. Waste also includes incurring unnecessary costs as a result of inefficient or ineffective practices, systems, or controls.

DHCD's Fraud, Waste, and Abuse Policy defines abuse as excessive or improper use of resources, an item, an entity, an idea or to employ matter in a manner contrary to the natural or legal rules for its use. Waste in intentional destruction, diversion, manipulation, misapplication, maltreatment, or misuse of state resources. Extravagant or excessive use as to abuse one's position, rank or decision making authority is abuse. Abuse can occur in financial or non-financial settings. Abuse is also the intentional, wrongful misuse of public office that causes the loss of resources of the Commonwealth of Massachusetts.

DHCD maintains a hotline, email account, and online fraud form to report any fraud, waste, or abuse. Reports may be made anonymously.

- Hotline: 617-573-1100
- Email: [dhcdhotline@state.ma.us](mailto:dhcdhotline@state.ma.us)
- Online Reporting Form: <http://www.mass.gov/hed/economic/eohed/dhcd/dhcd-fraud-waste-and-abuse-reporting.html>

MRVP Participants and Owners, as well as any AA staff, can use any of those options to anonymously report fraud, waste, and abuse to DHCD. An AA may also maintain a way for staff, Participants, and Owners to anonymously report fraud, waste, and abuse.

## 19.1 Preventing Fraud, Waste, and Abuse

A key part of preventing fraud, waste, and abuse is eliminating opportunities for such conduct. Various policies throughout this Administrative Plan aim to prevent fraud, waste, and abuse. AAs are encouraged to create additional strategies, subject to DHCD approval, but all prevention policies shall include the following.

### 19.1.1 Conflict of Interest [760 CMR 49.12]

All AAs shall have comprehensive conflict of interest policies, subject to DHCD approval. AAs must also follow all requirements of the State's Conflict of Interest law (G.L. c. 2678A).

Relevant to the MRVP program, the following is not permitted:

- An AA may not administer a Voucher for any Participant employees or immediate family (parent, sibling, or child) members of any employee. If a Participant is hired by an AA, the Voucher administration shall be transferred to another agency immediately.
- AA employees may apply for MRVP and be added to waiting lists at the AA where they are employed. However, AAs may only award Vouchers to employees or immediate family members of employees after direct approval by DHCD.
- AAs' employees, or immediate family members of employees, that work directly with MRVP may not own or manage property leased to an MRVP Participant whose Voucher is administered by the AA. If an MRVP Participant submits a RFPP for an employee owned or managed property, the Participant shall be transferred to another AA for leasing immediately.
- Any non-work related relationship that an AA employee or an immediate family member of an employee has with an MRVP Participant or Owner must be disclosed to AA management.
- AAs shall contact DHCD with any concerns.

### 19.1.2 Verification

All procedures outlined in Chapter 8 for verification of a Household's information shall be followed by AAs.

The AA shall verify all Owner documents, including, but not limited to:

- Tax Identification Number: Except in rare cases, where DHCD has issued a waiver, the AA shall document all subsidy payments as having been made to the Owner of a property using the Owner's taxpayer identification number;



- Note that, while for tax purposes the payment must be documented as having been made to the Owner, the Owner may designate that the payments be sent to any agent, person, or organization acting on the Owner's behalf.
- Ownership documents (deed, ground lease) to confirm ownership;
- Inspection and lead safe documents;
- Bank account information for direct deposits (if utilized); and
- In the case of individual Owners, the Owner's home address shall be provided, and the AA must verify that the Contract Unit and the Owner's home address are not the same.

### 19.1.3 Quality Control

All AAs shall create quality control procedures, subject to DHCD approval. Such policies shall include regular auditing of randomly selected Participant files.

### 19.1.4 Agency Staff

Individual staff members at AAs are the best defense against fraud, waste, and abuse. All AAs are required to:

- Train staff adequately on MRVP rules, regulations, and procedures, as well as provide support to employees encountering unique or difficult situations;
- Inform all staff that any fraud may be anonymously reported to DHCD or to the Inspector General's office; and
- Train staff on all AA policies regarding ethics and conflicts of interest.

## 19.2 Detection of Fraud, Waste, and Abuse

If fraud, waste, or abuse occurs, it is imperative that it be detected as soon as possible. All AAs shall:

- Monitor all program data for irregularities;
- Investigate all reports of fraud, waste, and abuse;
- Perform all required Participant recertifications and reexaminations;
- Comply with all DHCD requests for program information and audits; and
- Follow standard financial procedures and complete annual audits.

All fraud that is over \$5,000 and/or is particularly egregious must be reported to DHCD. DHCD shall decide if further action is necessary and may refer the incident to other government agencies, including the Inspector General.

## 19.3 Corrective Measures

The appropriate corrective measure depends on the type of fraud, waste, or abuse and the offender. Chapter 17.1 provides useful information for determining if an action is fraud or an error (waste).

### 19.3.1 Tenant Fraud, Waste, and Abuse

Refer to Chapter 17 for a complete discussion of appropriate AA actions when detecting Participant errors or fraud.

### 19.3.2 Owner Fraud, Waste, and Abuse

Subsidy program regulations can be confusing even for the most diligent of Owners. It's important that the AA take the initiative to thoroughly explain all relevant program regulations to participating Owners. See Chapter 15 for further information on how to educate Owners about MRVP.

Regardless of the circumstances of the fraud, waste, or abuse, once detected, the AA must take immediate action to correct the problem. If Voucher Payments were made to an Owner as a result of the Owner's fraud, waste, and abuse, the AA must attempt to recoup those payments.

Any kind of fraud, waste, or abuse by Owners will not be tolerated in MRVP. If an Owner is found to have committed fraud, waste, or abuse, the Voucher Payment Contract must be terminated immediately and all eligible Participants leased under that Owner may be issued a Voucher for relocation. Note that AAs must contact DHCD before terminating a VPC with an Owner of a Project Based property. AAs have the ability to ban Owners from participating in MRVP, but this should be reserved for Owners who have repeatedly defrauded or abused rental subsidy programs or committed an egregious act of fraud, waste, or abuse, not limited to MRVP.

DHCD reserves the right to pursue any and all legal actions against an Owner or refer the information to another agency; an AA may do likewise.

### 19.3.3 AA Fraud, Waste, and Abuse

**AAs must immediately report all instances of AA fraud, waste, and abuse to DHCD.**

If an AA commits program waste, they must immediately take corrective action. This includes correcting the error and implementing procedures, safe guards, or staff corrective action. AAs may not recoup Voucher Payments from an Owner or Participant made due to agency error, including through incorrect notice of a change in Tenant Rent Share. If such errors resulted in DHCD dispersing extra funds, those funds must be returned in full.

That said, at no point may the Owner receive more than the Contract Rent for any one month; errors in payment may be recouped to enforce this. For example, if there was an obvious accounting error where an Owner received a Voucher Payment of \$10,000 instead of \$1,000, the AA must correct this error immediately and recoup the extra \$9,000 paid to the Owner.

Depending on the severity, frequency, or reoccurrence of AA fraud, waste, and abuse, DHCD may take corrective action, including, but not limited to:

- Additional audits of program files;
- Review and require changes to AA policies;
- Placing the agency on a probationary status;
- Decrease in contract with AA;
- Decrease in MRVP administrative fees;
- Termination of contract with AA; and
- Legal action.

#### **19.4 Owner and Household Debts to AA**

When an Owner owes money to an AA due to overpayment of a subsidy, the Owner must repay the debt or it may be subtracted from other subsidy payments due to the Owner. Any repayment must be returned in full to DHCD.

An AA may keep up to two thirds (2/3) of any repayment from a Participant. At least one third (1/3) of any repayment received by an AA from a Participant must be returned to DHCD. The AA may pursue the debt owed by a Participant following termination from MRVP at its discretion.

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## Forms

In an effort to reduce fraud, waste, and abuse, DHCD is making certain program documents available only to AAs. AAs shall receive all forms, including translations of vital documents, directly from DHCD. AAs shall make forms available to Applicants, Participants, Owners, and other parties as required for MRVP administration. Forms that DHCD will provide to AAs directly are listed below.

- From 6.1: Mobile Voucher
- Form 6.2: Project Based Voucher
- Form 9.3: Request for Program Payment
- Form 10.1: MRVP Lease Addendum
- Form 11.1: Voucher Payment Contract
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**Exhibit 5.1      Application for Massachusetts Rent Voucher Program (MRVP)**





**Application for  
Massachusetts Rental Voucher  
Program (MRVP)**

**This box is for Office Use Only**

Date of Receipt:	_____
Time of Receipt:	_____
Control Number:	_____
Race and/or Ethnicity:	_____
Priority Category:	_____
Local Preference (LHAs Only):	_____
Voucher Size:	_____

**Incomplete applications will not be processed.** Please complete all information requested on the application. **If a question is not applicable, please write N/A.** **Make sure you sign the last page.** **If you need additional space to provide an answer, please attach an additional sheet(s).** **Once completed please mail or hand carry to the housing agencies at which you want to apply and are accepting applications.**

1. Name of Applicant: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Apt No: \_\_\_\_\_

City / Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email: \_\_\_\_\_

2. Members of household to live in unit, including **Head** of Household:

First & Last Name	Relationship to Head of Household	Date of Birth	Sex (Circle One)	Social Security Number	Racial Designation*	Ethnic Designation**
	<b>Head</b>	/ /	M F			H NH
		/ /	M F			H NH
		/ /	M F			H NH
		/ /	M F			H NH
		/ /	M F			H NH
		/ /	M F			H NH
		/ /	M F			H NH

Social security number will be used to verify income, assets, and criminal record information.

Responding to these questions is optional. Your status with respect to tenant selection procedures will NOT be affected by this information.

\*Racial Designation: American Indian or Alaska Native; Asian; Black or African American; Native Hawaiian or Other Pacific Islander: White; Other (specify).

\*\*Ethnic Designation: H = Hispanic/Latino or NH = Not Hispanic/Latino

Do you understand spoken or written English? ☐ Yes ☐ No

Primary Spoken Language: \_\_\_\_\_

Primary Written Language: \_\_\_\_\_



4. **Homeless Priority:** If you want to apply for a Homeless Priority, you must first be considered homeless.

**NOTE:** MRVP's definition of homeless is NOT the same as those used by homeless shelters or Section 8.

Residing in a homeless shelter will NOT automatically qualify you as a Homeless Priority applicant.

<p>"Homeless" is defined by state regulations as an applicant who is (you must be able check <u>ALL</u> boxes):</p> <p><input type="checkbox"/> Without a place to live or who is in a living situation in which there is a significant, immediate and direct threat of life or safety that would be alleviated by placement in an appropriate unit.</p> <p><input type="checkbox"/> Who has not caused or substantially contributed to the situation.</p> <p><input type="checkbox"/> Who has made reasonable efforts to prevent or avoid the situation and to locate alternative housing.</p> <p><input type="checkbox"/> Who is displaced or about to be displaced from his/her primary residence.</p>	
<p>If you think you meet the definition of homeless, please select the category below that best describes your situation. Homelessness <u>MUST</u> be due to one of the categories below to qualify for Homeless Priority.</p> <p><input type="checkbox"/> Displaced by No-fault of Applicant (i.e. No-fault eviction)</p> <p><input type="checkbox"/> Displaced by Severe Medical Emergency</p> <p><input type="checkbox"/> Displaced by Domestic Violence</p> <p><input type="checkbox"/> Displaced by Natural Forces (i.e. Fire, Flood, Earthquake)</p> <p><input type="checkbox"/> Displaced by Public Action (i.e. Urban renewal, eminent domain)</p> <p><input type="checkbox"/> Displaced by Public Action (i.e. Condemnation of home)</p>	

**If you are applying for a Homeless Preference, you MUST ATTACH VERIFICATION of your situation to be eligible.**

5. **Local Preference:** If you are applying at a Local Housing Authority, you may receive a local preference if you live, work, or have children attending school in the same city/town of the Local Housing Authority.

Please answer the following and **provide appropriate verification**:

<p>Do you currently <b>reside</b> in the same City/Town that the Local Housing Authority to which you are applying is located in?</p> <ul style="list-style-type: none"> <li>If yes, please attach verification of your principle residence, such as a lease, utility bill, or state-issued photo ID.</li> </ul>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>
<p>Do you currently <b>work</b> in the same City/Town that the Local Housing Authority to which you are applying is located in?</p> <ul style="list-style-type: none"> <li>If yes, please attach verification of your employment or offer of employment, such as a pay stub or employment offer letter.</li> </ul>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>
<p>Do you currently <b>have a child who attends school</b> in the same City/Town that the Local Housing Authority to which you are applying is located in?</p> <ul style="list-style-type: none"> <li>If yes, please attach verification of your child's enrollment.</li> </ul>	<p><input type="checkbox"/> Yes    <input type="checkbox"/> No</p>

6. Do you have any special needs due to a disability or need a reasonable accommodation? ☐ Yes    ☐ No

Please Specify: \_\_\_\_\_

7. **Emergency Contact:** Name of a relative or friend NOT planning to live with you. We will contact this person if we are unable to reach you in case of an emergency.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ Apt No: \_\_\_\_\_

City / Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email: \_\_\_\_\_



8. **Income Before Deductions:** Estimate the Gross Income anticipated for ALL household members from ALL sources for the next 12 months. Specify all sources.

Household Member Name		Name Employer or Source of Income	Gross Income for Next 12 Months
	Salary & Wages, including Overtime & Tips		\$
	Salary & Wages, including Overtime & Tips		\$
	Net Income from Business or Profession		\$
	Unemployment or Disability Compensation		\$
	TAFDC or Public Assistance		\$
	Regular Child Support & Alimony Payments		\$
	Social Security Benefits & SSI, including SSP		\$
	VA Disability Income		\$
	Pensions, Annuities, Dividends, and Interest		\$
	Other Income		\$

**Total Gross Income:** \$

9. **Assets:** List below the assets of everyone to live in the unit. Include **all** bank accounts, stocks and bonds, trusts, real estate, etc. **DO NOT** include clothing, furniture or cars. Use additional paper if necessary.

Household Member	Asset Type	Asset Value or Current Balance	Name of Financial Institution	Account No.
		\$		
		\$		
		\$		
		\$		

Do you own any real estate? ☐ Yes ☐ No If yes, please provide the address:

Have you sold, transferred or given away any real property or assets in the last three (3) years? ☐ Yes ☐ No If yes, provide date of sale / transfer: \_\_\_\_\_

Amount of the sale / transfer: \$ Value of the sale / transfer: \$

10. **Expenses:** Estimate the amount you will spend, if any, on the following categories over the next 12 months.

Un-reimbursed Medical Expenses:	\$	Health Insurance:	\$	Child Care:	\$
Alimony or Child Support Payments:	\$	Other (i.e. care of disabled household member or homemaking and travel expenses for disabled household member)			\$



11. Have you, or any member of your household, ever received ☐ Yes ☐ No  
 housing assistance from this or any other housing agency?  
 If yes, Name of Head of Household at that time: \_\_\_\_\_  
 Name of Housing Agency: \_\_\_\_\_  
 Date Moved Out: \_\_\_\_\_  
 Reason Moved Out: \_\_\_\_\_  
 Where you terminated for cause? ☐ Yes ☐ No Do you owe any money, back rent, ☐ Yes ☐ No  
 or damages to the housing agency?  
 If Yes to either above,  
 please explain: \_\_\_\_\_

12. **Rental History**  
 Do you owe any previous property owner money for damages or unpaid rent? ☐ Yes ☐ No  
 Have you ever been evicted from a rental unit for cause? ☐ Yes ☐ No  
 If Yes to either,  
 please explain: \_\_\_\_\_

13. **Criminal Record**

Have you or any member of your household <input type="checkbox"/> Yes ever been convicted of a drug or violent crime? <input type="checkbox"/> No	Do you or any member of your household have <input type="checkbox"/> Yes any criminal matters pending? <input type="checkbox"/> No
Do you or any member of your household have a lifetime requirement to register as a sex offender in the <input type="checkbox"/> Yes state of Massachusetts? <input type="checkbox"/> No	
If Yes to <u>ANY</u> , please explain: _____	

**APPLICANT'S CERTIFICATION:**

I understand that this application is not an offer of housing. Based on this application, I understand I should not make plans to move or end a present tenancy until I have been issued a voucher in writing under the Massachusetts Rental Voucher Program (MRVP) from an Administering Agency. Before an Administering Agency can offer me participation in the rental assistance program, I must provide them with written documentation that verifies my circumstances.

I understand that it is my responsibility to inform the Administering Agency in writing of any change of addresses, income, or household composition. I understand that if I do not respond to Housing Agency requests for information or updates my name will be removed from the waiting list.

I authorize the Administering Agency to make inquiries to verify the information I have provided in this application. I certify that the information I have given in this application is true and correct. I understand that any false statement or misrepresentation may result in the denial of my application. **I understand that the Administering Agency will request Criminal Offender Record Information from the Department of Criminal Justice Information Services and perform internet searches for all adult members of the household.**

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY; I understand that a photocopy of this application and a photocopy of this signature is as valid as the original.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## **Exhibit 5.2      Checklist of Required Verification Documents for MRVP Priority Status**

## Checklist of Required Verification Documents for MRVP Priority Status For Applicant Use

You must fully verify your housing circumstances and the events leading to your present situation before your request for homeless priority consideration can be processed and approved. If you are found initially eligible for MRVP, you will automatically be assigned to Priority 5: Standard Applicant until you provide correct documentation and are approved with a homeless priority. As a Standard Applicant, your application will be selected by the original date the Administering Agency (AA) received your application or by your lottery number, if the waiting list was established via lottery.

You should understand that emergency status is only for a homeless applicant. A homeless applicant must meet all of the conditions outlined below.

- Is an applicant who has been or is imminently faced with displacement from his/her primary residence.
  - A primary residence is your principal home occupied not less than 9 months of the year.
- Is without or about to be without a place to live or is in a living situation in which there is a significant, immediate, and direct threat to the life or safety of the applicant or a household member whose situation would be alleviated by placement in an appropriate unit.
  - Applicants temporarily residing in a shelter are considered without a place to live.
- Has made reasonable efforts to locate alternative housing.
  - Please submit a log or other verification of your housing search efforts.
- Has not caused or substantially contributed to the safety or life-threatening situation
  - In cases of domestic violence, there is a presumption that victims did not contribute to their circumstances.
- Has pursued available ways to prevent or avoid the safety or life-threatening situation by seeking assistance through the courts or appropriate administrative or enforcement agencies.

The following is a list of the types of documents which you are responsible for obtaining in order to verify the information you provided in your emergency application. You must submit the documents that pertain to your circumstances. If you feel that you have documents over and above those required below, please provide the AA copies. If you need clarification or have questions, please call the AA to which you are applying.

### Priority 1—Homeless Due Displaced By Natural Forces

If you can no longer live in your residence due to a fire, flood, or earthquake, please submit:

- Fire: Copy of the Official Fire Report. Report must be mailed directly by the Fire

Department to the AA. Report should be attested as a true copy.

- Flood/Earthquake: Copy of the official report from the Red Cross or Federal Emergency Management Agency (FEMA). Report must be mailed directly to the AA. Report should be attested as a true copy.
- Proof that you were a resident of the affected property. You should submit items such as rent receipts or a copy of your lease or rental agreement.

#### Priority 2—Homeless Due to Displacement By Public Action (Urban Renewal)

If you have been displaced within the past three (3) years due to public works, urban renewal, or public usage or improvement, please submit:

- Copy of the official notification of land/property taking and the stated purposes thereof from the public agency involved. Notification should include legislative authority exercised and date of displacement.
- If public action is impending, notification should be sent from the public agency directly to the AA.
- Proof that you were a resident of the affected property. You should submit items such as rent receipts or a copy of your lease or rental agreement.

#### Priority 3—Displaced By Public Action (Sanitary Code Violations/Condemnation)

If you have been displaced due to a public health agency's enforcement of local or state health codes, please submit:

- Copy of the official order of displacement due to code enforcement. Order should be sent directly to the AA by the public health department involved. Document may be known as Declaration of Condemnation and should include the specific property involved.
- A statement of efforts taken by you, the applicant, to remedy the situation prior to the actual condemnation and subsequent to the condemnation.
- Attached documents, to demonstrate your action(s), such as letters to the landlord, previous board of health notices, or court records.
- Proof that you were a resident of the affected property. You should submit items such as rent receipts or a copy of your lease or rental agreement.

#### Priority 4—Emergency Case Under Emergency Case Plan

DHCD's Emergency Case Plan is posted at the AA's administrative offices and available for your review. DHCD's Emergency Case Plan is for applicants who have been displaced or are imminently faced with displacement because of circumstances as follows:

- Homeless: Applicant is homeless and facing an immediate and direct threat to life or safety through no fault of their own and for reasons outside their control including substandard housing conditions which directly and substantially endanger or impair the

health, safety or wellbeing of the household.

- If you are homeless and living in a hotel, motel, or shelter, your housing search worker or a shelter staff member must send written justification which certifies your homelessness directly to the AA. Placement in a homeless shelter, including a hotel or motel, does not guarantee priority status.
  - Substandard housing conditions must be verified under Priority 3.
- Severe Medical Emergency: Applicant household member is suffering from severe medical emergency, illness, or injury which is life-threatening and has been caused by the lack of suitable housing or the lack of such suitable housing is a substantial impediment to treatment or recovery.
  - Medical reasons need to be documented by your medical records.
  - Your doctor needs to submit written certification of your medical condition, the contributing factors to that condition, and the prognosis of your condition directly to the AA. Such verification may be the Verification of a Severe Medical Emergency form.
- Abuse: Applicant is in an abusive situation. An abusive situation needs to be documented through some combination of the following, based on the applicant's individual circumstances. Because certain actions on the part of victims of domestic violence can trigger violent acts by the offenders, no particular item can be mandated as the required form of verification. Please remember that if any verification appears vague, an AA must obtain additional documentation until the AA feels that a reasonable showing of the abusive situation has been made. Examples of documentation could include one or more of the following:
  - Certification of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Form;
  - Medical incidences, based on pattern or repeated occurrence;
  - Police report(s);
  - Number of reported occurrences;
  - Court reports;
  - Applicant has attempted to get restraining order;
  - Applicant has filed charges against accused;
  - Legal action(s);
  - Letter from attorney stating case;
  - Letter from counselor or director of a related social service agency;
  - Psychological report; and
  - Last permanent address and/or changed address.



### **Exhibit 5.3     Emergency Case Plan**

## Emergency Case Plan

### I. STATEMENT OF POLICY AND PURPOSE

Through this Plan, the DHCD seeks to establish a fair and uniform standard to be applied to all applicants for Emergency Case Status to the end that similarly situated applicants will receive similar treatment. Requirements as to evidence, documentation, and verification employed by the AA in making determinations of Emergency Case Status shall be reasonable in relation to the realistic capacity and resources of the applicant.

### II. DEFINITION OF HOMELESS APPLICANT

As required by DHCD and consistent with the definition in 760 CMR 49.02, the AA shall define a "Homeless Applicant" as an applicant who has been or is imminently faced with displacement from his/her "Primary Residence" as a result of circumstances described in Section III below, and who:

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

"Primary Residence" is defined as the principal home (domicile) occupied by all members of an applicant household.

### III. EMERGENCY CASE STATUS

The AA shall grant Priority 4 Emergency Case Status to an otherwise eligible and qualified "Homeless Applicant" who meets the definition in Section II above, and who is displaced from his/her "Primary Residence" under the one of following circumstances:

(a) Homeless and Facing a Significant Immediate and Direct Threat to the Life or Safety of the Applicant or any Household Member for Causes Other Than the Fault of the Applicant or Member of the Applicant Household.

- Applicants are "homeless and facing a significant immediate and direct threat to life or safety" if they meet the definition set out in Section II above.
- "Causes other than the fault of the applicant or member of the applicant household" shall mean causes outside their reasonable control, including but not limited to substandard housing conditions which directly and substantially

endanger or impair the health, safety, or well-being of the family, and other circumstances as determined by the AA.

(b) Severe Medical Emergencies.

- An applicant is suffering a severe medical emergency if the applicant or member of the applicant household is determined by the AA to suffer from an illness or injury posing a severe and medically documented threat to life or safety which has been significantly caused by the lack of suitable housing or as to which the lack of suitable housing is a substantial impediment to treatment or recovery.

(c) Abusive Situation.

- An applicant is in an abusive situation if the applicant or member of the applicant household is determined by the AA to be a victim of abuse as defined in the Abuse Prevention Act (G.L. c.209A, §1), which abuse constitutes a significant and direct threat to life or safety.
- The Abuse Prevention Act defines “abuse” as the occurrence of one or more of the following acts between “family or household members”
  - (1) Attempting to cause or causing physical harm;
  - (2) Placing another in fear of imminent serious physical harm; or
  - (3) causing another to engage involuntarily in sexual relations by force, threat or duress.
- “Family or household members” are individuals who are related by blood or marriage, have a child together, who now or formerly resided in the same household, or who dated each other.

#### IV. ADMINISTRATION OF THE PLAN

(A) Applications

Emergency Case applications shall be processed using the same application procedures, determination of eligibility procedures, verification procedures, and appeal procedures as Standard Applicants. In view of the nature of Emergency Cases, the AA shall make every reasonable effort to process Emergency Case applications promptly and to make timely determinations of eligibility or ineligibility. If the applicant is found to be eligible and qualified, but not to qualify for Emergency Case Status, he or she shall be treated as a Standard Applicant.

(B) Placement

When an applicant has been determined by the AA to qualify as an Emergency Case applicant, the applicant shall be offered the next appropriate and available unit, in accordance with the priority and preference ranking established by DHCD. If no appropriate unit is then available, the applicant shall remain as an Emergency Case priority on the waiting list for each appropriate housing program and bedroom size. If

the AA determines that an applicant granted Emergency Case Status but not yet offered a unit has obtained permanent housing suitable for his/her household size and income, the applicant shall no longer be considered an Emergency Case applicant, and shall remain on the appropriate waiting lists as a Standard Applicant.

(C) Records

The AA shall maintain records with regard to Emergency Case applicants in accordance with all applicable regulations and DHCD guidance.

V. PROCEDURES FOR PROCESSING EMERGENCY CASE APPLICATIONS.

Upon receipt of an application for Emergency Case Status, the AA shall determine whether the applicant is apparently eligible based solely on the information in the application and attached verification. If so, it shall follow the procedures below. The applicant must qualify under each of the criteria set forth below:

- 1) Determine whether the applicant is a “Homeless Applicant” as defined above, and if so;
- 2) Determine whether displacement has been or will be from the applicant's “Primary Residence,” as defined above, and if so,
- 3) Determine whether the applicant meets all of the requirements in any one of the categories below:
  - (a) The loss of housing was not caused by the fault of the applicant or household member.
  - (b) The applicant or a member of the applicant household is suffering an illness or injury which poses a severe and medically documented threat to life or safety; and the medical emergency has either been significantly caused by lack of suitable housing or lack of suitable housing is a substantial impediment to treatment or recovery.
  - (c) The applicant or a member of the applicant household is the victim of abuse as defined in Section III (c) and the abuse constitutes a significant, immediate and direct threat to life or safety of the applicant or a member of the applicant household.

If the criteria above have been met, then continue and determine if the household is eligible for MRVP based on current regulations and guidance from DHCD.

## **Exhibit 5.4     Verification of a Severe Medical Emergency**

*To be placed on AA letterhead*

**VERIFICATION OF SEVERE MEDICAL EMERGENCY**

*Applicant: Please complete the top part of this form and give to your care provider.*

Applicant's Name: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

\_\_\_\_\_

I hereby authorize release of the requested information to \_\_\_\_\_ for the purposes of determining my eligibility and priority status for housing.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

Dear Care Provider:

The above named applicant is seeking state-aided housing with this agency and has indicated that he/she is being displaced or has been displaced from his/her current housing due to a severe medical emergency.

In order to determine whether to grant priority status for this applicant, we must secure verification of a qualifying severe medical emergency. Therefore, **we would appreciate your completing the verification on the reverse and returning this form directly to** \_\_\_\_\_ (contact information below). A representative of \_\_\_\_\_ may contact you at a later date to confirm the information. Please feel free to contact me with any questions.

Sincerely,

\_\_\_\_\_  
*Name, Agency*

*Address*

*Address*

*phone: (xxx) xxx-xxxx / fax: (xxx) xxx-xxxx*

*email:*

### VERIFICATION OF SEVERE MEDICAL EMERGENCY

1. Is the applicant or member of the applicant's household suffering from an illness or injury which poses a severe and medically documented threat to life or safety? (check one)

☐ YES

☐ NO

☐ NO OPINION

If YES, please explain\*: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Is the applicant's current housing situation a cause of the illness or injury or is it a substantial impediment to treatment or recovery from this illness or injury? (check one)

☐ YES

☐ NO

☐ NO OPINION

If YES, please explain\*: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*\* Please attach additional information as needed.*

### **CERTIFICATION**

I certify that the information provided above represents my professional judgment and is true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Professional Credentials

\_\_\_\_\_  
Phone Number

## Exhibit 7.1     Earned Income Exclusion Worksheet



**Earned Income Exclusion Worksheet**

(to be permanently placed in Participant's file)

The Earned Income Exclusion allows a Household to exclude an increase in earned income under certain circumstances. The Household can exclude any increase in earned income over the Household's previous gross income, if all of the statements below are true. [760 CMR 49.05(5)(c)(10)(a-c)]

Check the boxes below if the following statements are true:

- ☐ Any Household member has received income from any eligible program(s) during the past 12 months.
- ☐ Any Household member received income from any eligible program(s) during all 12 of the past 12 months.
- ☐ The Household has had an increase in earned income.
- ☐ The increase in earned income has caused a decrease in income from an eligible program(s).
- ☐ The Tenant Rent Share would go up if the increase in earned income AND the decrease in benefits were included in the Household's gross income.
- ☐ No member of the Household has ever used the Earned Income Exclusion before.

**Eligible Programs**

TANF: Temporary Assistance to Needy Families

EAEDC: Emergency Assistance to the Elderly, Disabled and Children

SSI: Supplemental Security Income

SSDI: Social Security Disability Income

If **ALL** of the boxes above are checked, the Household qualifies for the Earned Income Exclusion. The Household must approve the use of the Earned Income Exclusion. Use the following chart to calculate the amount excluded from the Household's gross income.

			<u>Annual \$</u>
A	Gross income at last recertification or interim recertification	<i>Rent Worksheet</i>	\$
B	Previous Earned Income (if any)	<i>Rent Worksheet</i>	\$
C	New Gross Income (without Earned Income Exclusion)		\$
D	New Earned Income		\$
E	Increase in Total Gross Income	<i>C minus A</i>	\$
F	Increase in Earned Income	<i>D minus B</i>	\$
G	Earned Income Exclusion	<i>Lesser of E and F</i>	\$

The amount in Box G is the Household's Earned Income Exclusion.

- This amount may be deducted from the Household's gross annual income for up to 12 consecutive months, starting on the Effective Date of the recertification or interim reexamination.  
Beginning Date: Enter Beginning Date      End Date: Enter End Date
- The Earned Income Exclusion cannot be increased, even if:
  - The Household has a further increase in earned income or a decrease in benefits;
  - The Household has new employment and is paid at a higher rate; or
  - The Household has a break in employment and has since found new employment.
- The Earned Income Exclusion may be decreased if the Household's circumstances change, but may not be subsequently increased for any reason.

## **Exhibit 7.2      Project Based Voucher Payment Worksheet with Prior Veteran Exclusion**

[illegible]

Total

Anyone Elderly/Disabled? 5% Deduction of Gross Income	Enter Y or N		=
Medical Expenses Over 3% Gross Income; <b>Enter Total</b>	X		
Work-Related Day-Care Costs	X		
Tuition & Fees non-FTS; may be HOH; vocationally related	X		
Child Support/Alimony Payments	X		
Personal Care Expenses for Disabled Household Member	X		
Travel Expenses for Disabled Household Member	X		
		<b>Total</b>	

<b>A. Net Annual Income</b>			
B. Monthly Net Income	<i>Net Annual Income (A) Divided by 12</i>		
C. Tenant Rent Share:			
Is heat included in the rent?	Enter Y or N	<input type="checkbox"/>	
Is there a 30% rent share waiver?	Enter Y or N	<input type="checkbox"/>	
	<i>Tenant Rent Share is</i>	<i>of Monthly Net Income (B).</i>	
G. Contract Rent	<i>From Above</i>		
H. <b>TENANT RENT SHARE</b>	<i>From Above</i>		
I. <b>VOUCHER PAYMENT</b>	<i>Contract Rent Minus Tenant Rent Share</i>		

---

**PRORATION**

<b>Move In Date:</b>	<input type="text"/>	Number of Days in Unit:	<input type="text"/>
Tenant Rent Share:	<input type="text"/>	Voucher Payment:	<input type="text"/>

<input type="checkbox"/> MUST be Completed	<input type="checkbox"/> Optional
--	-----------------------------------

### **Exhibit 7.3      Mobile Voucher Payment Worksheet with Prior Veteran Exclusion**

Family Composition	Male	Female	Earned Income Exclusion (Attach Worksheet)
Adult			Member: _____
FTS			Dates: _____ to _____
Minor			
Income Exclusions	Y	N	Elderly Earned Income Exclusion
Full-time Student <25			Any member age 62+, exclude any earned income <b>up to</b>
Scholarships			\$11,440 (minimum wage \$11 x 20 hours x 52 weeks)
Stipends/Training			<b>Young Adult Earned Income</b> (18-20 Yrs. Old)
Income of PCA			Only enter <b>50%</b> of gross earned income.
PASS			<b>Total Disability Veterans Compensation</b>
			Exclude all federal VA benefits over \$1,800 per month.*

[illegible]

Total

Is Heat Included in Rent?	Enter Y or N		=	
Anyone Elderly/Disabled? 5% Deduction of Gross Income	Enter Y or N		=	
Medical Expenses Over 3% Gross Income; <b>Enter Total</b>		x	=	
Work-Related Day-Care Costs		x	=	
Tuition & Fees non-FTS; may be HOH; vocationally related		x	=	
Child Support/Alimony Payments		x	=	
Personal Care Expenses for Disabled Household Member		x	=	
Travel Expenses for Disabled Household Member		x	=	
			Total	

A. <b>Net Annual Income</b>		
B. Monthly Net Income	<i>Net Annual Income (A) Divided by 12</i>	
C. Voucher Value	<i>From Value of the Voucher Schedule</i>	
D. Tenant Rent Share with Voucher Value	<i>Contract Rent Minus Voucher Value (C)</i>	
E. Minimum Tenant Rent Share	<i>30% of Monthly Net Income (B)</i>	
F. Maximum Tenant Rent Share	<i>40% of Monthly Net Income (B)</i>	
G. Contract Rent	<i>From Above</i>	
H. <b>TENANT RENT SHARE</b>	<i>Median of D, E, and F</i>	
I. <b>VOUCHER PAYMENT</b>	<i>Contract Rent Minus Tenant Rent Share</i>	

#### PRORATION

**Move In Date:** \_\_\_\_\_ **Number of Days in Unit:** \_\_\_\_\_  
**Tenant Rent Share:** \_\_\_\_\_ **Voucher Payment:** \_\_\_\_\_

MUST be Completed	Optional
-------------------	----------

## Exhibit 7.4     Project Based Voucher Payment Worksheet



Family Composition	Male	Female	Earned Income Exclusion (Attach Worksheet)
Adult			Member: _____
FTS			Dates: _____ to _____
Minor			
Income Exclusions	Y	N	Elderly Earned Income Exclusion
Full-time Student ≤25			Any member age 62+, exclude any earned income <b>up to</b> \$11,440 (minimum wage \$11 x 20 hours x 52 weeks)
Scholarships			<b>Young Adult Earned Income (18-20 Yrs. Old)</b>
Stipends/Training			Only enter <b>50%</b> of gross earned income.
Income of PCA			<b>Total Disability Veterans Compensation</b>
PASS			Exclude all federal VA benefits over \$1,800 per month.

[illegible]

Anyone Elderly/Disabled? 5% Deduction of Gross Income	Enter Y or N		=
Medical Expenses Over 3% Gross Income; <b>Enter Total</b>		x	
Work-Related Day-Care Costs		x	
Tuition & Fees non-FTS; may be HOH; vocationally related		x	
Child Support/Alimony Payments		x	
Personal Care Expenses for Disabled Household Member		x	
Travel Expenses for Disabled Household Member		x	
			<b>Total</b>

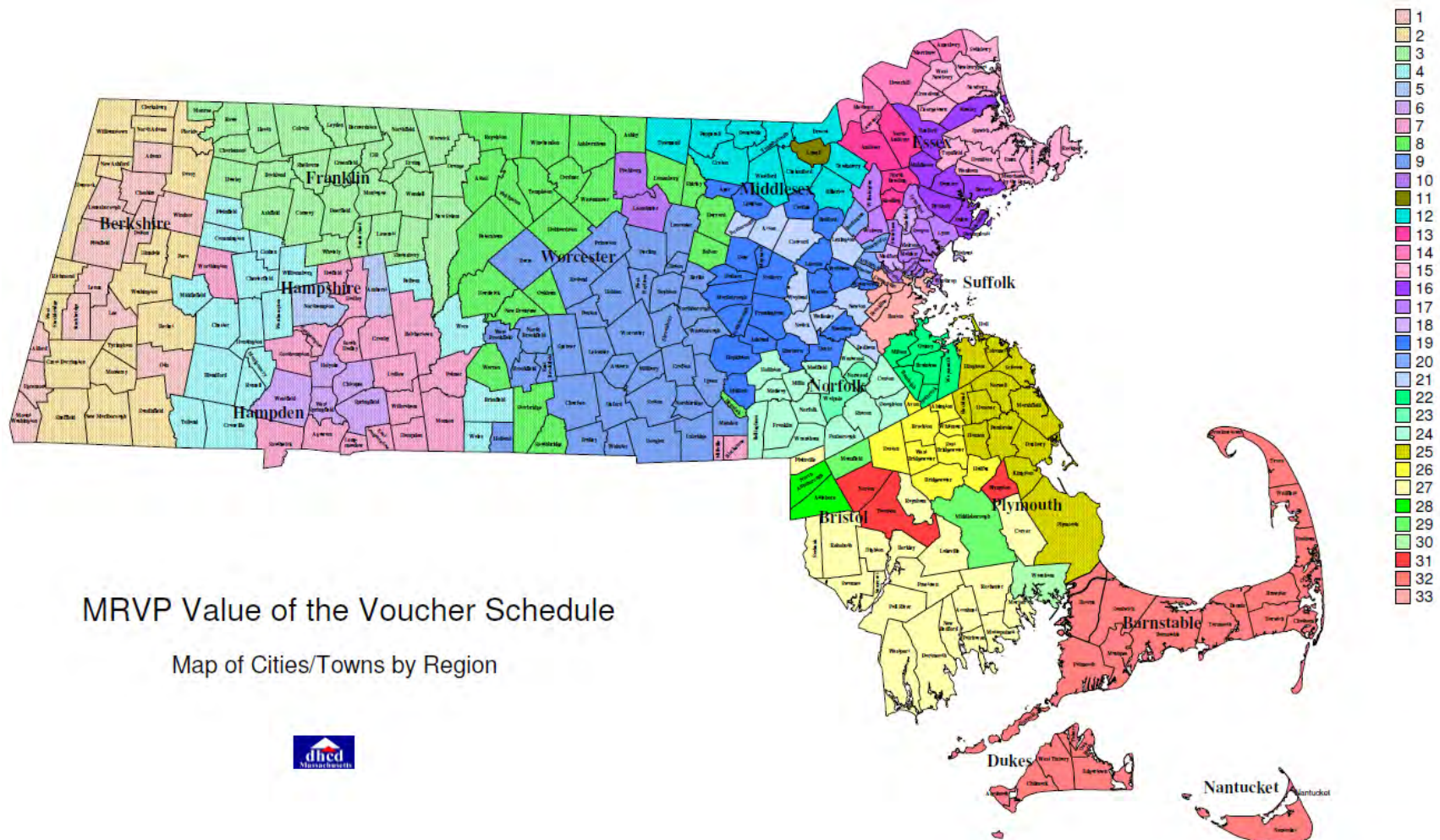
A. <b>Net Annual Income</b>			
B. Monthly Net Income		<i>Net Annual Income (A) Divided by 12</i>	
C. Tenant Rent Share:			
Is heat included in the rent?		Enter Y or N	<input type="checkbox"/>
Is there a 30% rent share waiver?		Enter Y or N	<input type="checkbox"/>
	<i>Tenant Rent Share is</i>	<i>of Monthly Net Income (B).</i>	
G. Contract Rent		<i>From Above</i>	
H. <b>TENANT RENT SHARE</b>		<i>From Above</i>	
I. <b>VOUCHER PAYMENT</b>		<i>Contract Rent Minus Tenant Rent Share</i>	

**PRORATION**

<b>Move In Date:</b>	<input type="text"/>	<b>Number of Days in Unit:</b>	<input type="text"/>
<b>Tenant Rent Share:</b>	<input type="text"/>	<b>Voucher Payment:</b>	<input type="text"/>

<b>MUST be Completed</b>	<b>Optional</b>
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## Exhibit 7.5 Value of the Voucher Schedule



## MRVP Value of the Voucher Schedule

### Region 1

Adams	Egremont	Mount Washington	Windsor
Alford	Lanesborough	Otis	
Cheshire	Lee	Pittsfield	
Dalton	Lenox	Stockbridge	

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	629	667	783	971	1215	1397	1580	1762
\$1,500 – \$2,999	584	622	738	926	1170	1346	1521	1697
\$3,000 – \$4,499	539	577	693	881	1125	1294	1463	1631
\$4,500 – \$5,999	494	532	648	836	1080	1242	1404	1566
\$6,000 – \$7,499	449	487	603	791	1035	1190	1346	1501
\$7,500 – \$8,999	404	442	558	746	990	1139	1287	1436
\$9,000 – \$10,499	359	397	513	701	945	1087	1229	1370
\$10,500 – \$11,999	314	352	468	656	900	1035	1170	1305
\$12,000 – \$13,499	300	313	423	611	855	983	1112	1240
\$13,500 – \$14,999	300	300	378	566	810	932	1053	1175
\$15,000 – \$16,499	300	300	355	521	765	880	995	1109
\$16,500 – \$17,999	300	300	355	485	720	828	936	1044
\$18,000 – \$19,499	300	300	355	465	675	776	878	979
\$19,500 – \$20,999	300	300	355	465	640	736	832	928
\$21,000 – \$22,499	300	300	355	465	621	714	807	900
\$22,500 – \$23,999	300	300	355	465	601	691	781	871
\$24,000 – \$25,499	300	300	355	465	581	668	755	842
\$25,500 or more	300	300	355	465	575	661	748	834

## MRVP Value of the Voucher Schedule

### Region 2

Becket	Hinsdale	Peru	Tryingham
Clarksburg	Monterey	Richmond	Washington
Florida	Newashford	Sandisfield	West Stockbridge
Great Barrington	New Marlborough	Savoy	Williamstown
Hancock	North Adams	Sheffield	

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	618	666	772	1001	1208	1389	1570	1752
\$1,500 – \$2,999	573	621	727	956	1163	1337	1512	1686
\$3,000 – \$4,499	528	576	682	911	1118	1286	1453	1621
\$4,500 – \$5,999	483	531	637	866	1073	1234	1395	1556
\$6000 – \$7,499	438	486	592	821	1028	1182	1336	1491
\$7,500 – \$8,999	393	441	547	776	983	1130	1278	1425
\$9,000 – \$10,499	348	396	502	731	938	1079	1219	1360
\$10,500 – \$11,999	306	351	457	686	893	1027	1161	1295
\$12,000 – \$13,499	300	306	412	641	848	975	1102	1230
\$13,500 – \$14,999	300	300	374	596	803	923	1044	1164
\$15,000 – \$16,499	300	300	355	551	758	872	985	1099
\$16,500 – \$17,999	300	300	355	518	713	820	927	1034
\$18,000 – \$19,499	300	300	355	498	668	768	868	969
\$19,500 – \$20,999	300	300	355	478	637	733	828	924
\$21,000 – \$22,499	300	300	355	465	617	710	802	895
\$22,500 – \$23,999	300	300	355	465	598	688	777	867
\$24,000 – \$25,499	300	300	355	465	578	665	751	838
\$25,500 or more	300	300	355	465	575	661	748	834

## MRVP Value of the Voucher Schedule

### Region 3

Ashfield	Erving	Monroe	Shutesbury
Bernardston	Gill	Montague	Sunderland
Buckland	Greenfield	New Salem	Warwick
Charlemont	Hawley	Northfield	Wendell
Colrain	Heath	Orange	Whately
Conway	Leverett	Rowe	
Deerfield	Leyden	Shelburne	

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	630	672	821	1113	1395	1604	1814	2023
\$1,500 – \$2,999	585	627	776	1068	1350	1553	1755	1958
\$3,000 – \$4,499	540	582	731	1023	1305	1501	1697	1892
\$4,500 – \$5,999	495	537	686	978	1260	1449	1638	1827
\$6,000 – \$7,499	450	492	641	933	1215	1397	1580	1762
\$7,500 – \$8,999	405	447	596	888	1170	1346	1521	1697
\$9,000 – \$10,499	360	402	551	843	1125	1294	1463	1631
\$10,500 – \$11,999	315	357	506	798	1080	1242	1404	1566
\$12,000 – \$13,499	300	312	461	753	1035	1190	1346	1501
\$13,500 – \$14,999	300	300	416	708	990	1139	1287	1436
\$15,000 – \$16,499	300	300	371	663	945	1087	1229	1370
\$16,500 – \$17,999	300	300	355	618	900	1035	1170	1305
\$18,000 – \$19,499	300	300	355	573	855	983	1112	1240
\$19,500 – \$20,999	300	300	355	528	810	932	1053	1175
\$21,000 – \$22,499	300	300	355	483	765	880	995	1109
\$22,500 – \$23,999	300	300	355	465	720	828	936	1044
\$24,000 – \$25,499	300	300	355	465	675	776	878	979
\$25,500 – \$26,999	300	300	355	465	633	728	823	918
\$27,000 – \$28,499	300	300	355	465	613	705	797	889
\$28,500 – \$29,999	300	300	355	465	593	682	771	860
\$30,000 or more	300	300	355	465	575	661	748	834

## MRVP Value of the Voucher Schedule

### Region 4

Blandford	Goshen	Pelham	Ware
Brimfield	Granville	Plainfield	Westhampton
Chester	Huntington	Russell	Williamsburg
Chesterfield	Middlefield	Tolland	
Cummington	Montgomery	Wales	

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	643	741	894	1069	1229	1413	1598	1782
\$1,500 – \$2,999	598	696	849	1024	1184	1362	1539	1717
\$3,000 – \$4,499	553	651	804	979	1139	1310	1481	1652
\$4,500 – \$5,999	508	606	759	934	1094	1258	1422	1586
\$6000 – \$7,499	463	561	714	889	1049	1206	1364	1521
\$7,500 – \$8,999	418	516	669	844	1004	1155	1305	1456
\$9,000 – \$10,499	373	471	624	799	959	1103	1247	1391
\$10,500 – \$11,999	330	426	579	754	914	1051	1188	1325
\$12,000 – \$13,499	310	381	534	709	869	999	1130	1260
\$13,500 – \$14,999	300	337	489	664	824	948	1071	1195
\$15,000 – \$16,499	300	318	444	619	779	896	1013	1130
\$16,500 – \$17,999	300	300	399	574	734	844	954	1064
\$18,000 – \$19,499	300	300	369	529	689	792	896	999
\$19,500 – \$20,999	300	300	355	484	644	741	837	934
\$21,000 – \$22,499	300	300	355	465	610	702	793	885
\$22,500 – \$23,999	300	300	355	465	584	672	759	847
\$24,000 or more	300	300	355	465	575	661	748	834

**MRVP Value of the Voucher Schedule****Region 5**

Amherst

Northampton

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	705	899	1065	1333	1538	1769	1999	2230
\$1,500 – \$2,999	660	854	1020	1288	1493	1717	1941	2165
\$3,000 – \$4,499	615	809	975	1243	1448	1665	1882	2100
\$4,500 – \$5,999	570	764	930	1198	1403	1613	1824	2034
\$6000 – \$7,499	525	719	885	1153	1358	1562	1765	1969
\$7,500 – \$8,999	480	674	840	1108	1313	1510	1707	1904
\$9,000 – \$10,499	435	629	795	1063	1268	1458	1648	1839
\$10,500 – \$11,999	390	584	750	1018	1223	1406	1590	1773
\$12,000 – \$13,499	345	539	705	973	1178	1355	1531	1708
\$13,500 – \$14,999	305	494	660	928	1133	1303	1473	1643
\$15,000 – \$16,499	300	449	615	883	1088	1251	1414	1578
\$16,500 – \$17,999	300	404	570	838	1043	1199	1356	1512
\$18,000 – \$19,499	300	359	525	793	998	1148	1297	1447
\$19,500 – \$20,999	300	329	480	748	953	1096	1239	1382
\$21,000 – \$22,499	300	309	435	703	908	1044	1180	1317
\$22,500 – \$23,999	300	300	390	658	863	992	1122	1251
\$24,000 – \$25,499	300	300	362	613	818	941	1063	1186
\$25,500 – \$26,999	300	300	355	568	773	889	1005	1121
\$27,000 – \$28,499	300	300	355	523	728	837	946	1056
\$28,500 – \$29,999	300	300	355	498	683	785	888	990
\$30,000 – \$31,499	300	300	355	478	638	734	829	925
\$31,500 – \$32,999	300	300	355	465	593	682	771	860
\$33,000 or more	300	300	355	465	575	661	748	834



**MRVP Value of the Voucher Schedule****Region 6**Chicopee  
Holyoke

Springfield

West Springfield

Westfield

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	655	736	863	1103	1328	1527	1726	1926
\$1,500 – \$2,999	610	691	818	1058	1283	1475	1668	1860
\$3,000 – \$4,499	565	646	773	1013	1238	1424	1609	1795
\$4,500 – \$5,999	520	601	728	968	1193	1372	1551	1730
\$6,000 – \$7,499	475	556	683	923	1148	1320	1492	1665
\$7,500 – \$8,999	430	511	638	878	1103	1268	1434	1599
\$9,000 – \$10,499	385	466	593	833	1058	1217	1375	1534
\$10,500 – \$11,999	340	421	548	788	1013	1165	1317	1469
\$12,000 – \$13,499	311	376	503	743	968	1113	1258	1404
\$13,500 – \$14,999	300	332	458	698	923	1061	1200	1338
\$15,000 – \$16,499	300	312	413	653	878	1010	1141	1273
\$16,500 – \$17,999	300	300	381	608	833	958	1083	1208
\$18,000 – \$19,499	300	300	361	563	788	906	1024	1143
\$19,500 – \$20,999	300	300	355	518	743	854	966	1077
\$21,000 – \$22,499	300	300	355	481	698	803	907	1012
\$22,500 – \$23,999	300	300	355	465	653	751	849	947
\$24,000 – \$25,499	300	300	355	465	608	699	790	882
\$25,500 – \$26,999	300	300	355	465	586	674	762	850
\$27,000 or more	300	300	355	465	575	661	748	834

**MRVP Value of the Voucher Schedule****Region 7**

Agawam	Granby	Ludlow	Southampton
Belchertown	Hadley	Millville	Southwick
Blackstone	Hampden	Monson	Wilbraham
East Longmeadow	Hatfield	Palmer	Worthington
Easthampton	Longmeadow	South Hadley	

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	686	761	896	1091	1325	1524	1723	1921
\$1,500 – \$2,999	641	716	851	1046	1280	1472	1664	1856
\$3,000 – \$4,499	596	671	806	1001	1235	1420	1606	1791
\$4,500 – \$5,999	551	626	761	956	1190	1369	1547	1726
\$6000 – \$7,499	506	581	716	911	1145	1317	1489	1660
\$7,500 – \$8,999	461	536	671	866	1100	1265	1430	1595
\$9,000 – \$10,499	416	491	626	821	1055	1213	1372	1530
\$10,500 – \$11,999	371	446	581	776	1010	1162	1313	1465
\$12,000 – \$13,499	330	401	536	731	965	1110	1255	1399
\$13,500 – \$14,999	310	356	491	686	920	1058	1196	1334
\$15,000 – \$16,499	300	321	446	641	875	1006	1138	1269
\$16,500 – \$17,999	300	301	405	596	830	955	1079	1204
\$18,000 – \$19,499	300	300	385	551	785	903	1021	1138
\$19,500 – \$20,999	300	300	365	506	740	851	962	1073
\$21,000 – \$22,499	300	300	355	469	695	799	904	1008
\$22,500 – \$23,999	300	300	355	465	650	748	845	943
\$24,000 – \$25,499	300	300	355	465	605	696	787	877
\$25,500 – \$26,999	300	300	355	465	583	670	758	845
\$27,000 or more	300	300	300	355	465	575	661	748

**MRVP Value of the Voucher Schedule****Region 8**

Ashburnham	Harvard	Petersham	Templeton
Ashby	Hopedale	Phillipston	Warren
Athol	Hubbardston	Royalston	Westminster
Bolton	Lunenburg	Shirley	Winchendon
Gardner	New Braintree	Southbridge	
Hardwick	Oakham	Sturbridge	

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	641	704	812	1005	1216	1398	1581	1763
\$1,500 – \$2,999	596	659	767	960	1171	1347	1522	1698
\$3,000 – \$4,499	551	614	722	915	1126	1295	1464	1633
\$4,500 – \$5,999	506	569	677	870	1081	1243	1405	1567
\$6,000 – \$7,499	461	524	632	825	1036	1191	1347	1502
\$7,500 – \$8,999	416	479	587	780	991	1140	1288	1437
\$9,000 – \$10,499	371	434	542	735	946	1088	1230	1372
\$10,500 – \$11,999	326	389	497	690	901	1036	1171	1306
\$12,000 – \$13,499	303	344	452	645	856	984	1113	1241
\$13,500 – \$14,999	300	320	407	600	811	933	1054	1176
\$15,000 – \$16,499	300	300	380	555	766	881	996	1111
\$16,500 – \$17,999	300	300	360	518	721	829	937	1045
\$18,000 – \$19,499	300	300	355	498	676	777	879	980
\$19,500 – \$20,999	300	300	355	478	641	737	833	929
\$21,000 – \$22,499	300	300	355	465	621	714	807	900
\$22,500 – \$23,999	300	300	355	465	602	692	783	873
\$24,000 – \$25,499	300	300	355	465	582	669	757	844
\$25,500 or more	300	300	300	355	465	575	661	748

## MRVP Value of the Voucher Schedule

### Region 9

Auburn	East Brookfield	Northborough	Sutton
Barre	Grafton	Northbridge	Upton
Berlin	Holden	Oxford	Uxbridge
Boylston	Holland	Paxton	Webster
Brookfield	Lancaster	Princeton	West Boylston
Charlton	Leicester	Rutland	West Brookfield
Clinton	Mendon	Shrewsbury	Westborough
Douglas	Millbury	Spencer	Worcester
Dudley	North Brookfield	Sterling	

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	697	775	888	1084	1362	1566	1771	1975
\$1,500 – \$2,999	652	730	843	1039	1317	1515	1712	1910
\$3,000 – \$4,499	607	685	798	994	1272	1463	1654	1844
\$4,500 – \$5,999	562	640	753	949	1227	1411	1595	1779
\$6,000 – \$7,499	517	595	708	904	1182	1359	1537	1714
\$7,500 – \$8,999	472	550	663	859	1137	1308	1478	1649
\$9,000 – \$10,499	427	505	618	814	1092	1256	1420	1583
\$10,500 – \$11,999	382	460	573	769	1047	1204	1361	1518
\$12,000 – \$13,499	337	415	528	724	1002	1152	1303	1453
\$13,500 – \$14,999	308	370	483	679	957	1101	1244	1388
\$15,000 – \$16,499	300	327	438	634	912	1049	1186	1322
\$16,500 – \$17,999	300	307	393	589	867	997	1127	1257
\$18,000 – \$19,499	300	300	365	544	822	945	1069	1192
\$19,500 – \$20,999	300	300	355	499	777	894	1010	1127
\$21,000 – \$22,499	300	300	355	472	732	842	952	1061
\$22,500 – \$23,999	300	300	355	465	687	790	893	996
\$24,000 – \$25,499	300	300	355	465	652	750	848	945
\$25,500 – \$26,999	300	300	355	465	633	728	823	918
\$27,000 – \$28,499	300	300	355	465	613	705	797	889
\$28,500 – \$29,999	300	300	355	465	593	682	771	860
\$30,000 or more	300	300	355	465	575	661	748	834

**MRVP Value of the Voucher Schedule****Region 10**

Fitchburg

Leominster

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	638	688	839	1014	1209	1390	1572	1753
\$1,500 – \$2,999	593	643	794	969	1164	1339	1513	1688
\$3,000 – \$4,499	548	598	749	924	1119	1287	1455	1623
\$4,500 – \$5,999	503	553	704	879	1074	1235	1396	1557
\$6000 – \$7,499	458	508	659	834	1029	1183	1338	1492
\$7,500 – \$8,999	413	463	614	789	984	1132	1279	1427
\$9,000 – \$10,499	368	418	569	744	939	1080	1221	1362
\$10,500 – \$11,999	326	373	524	699	894	1028	1162	1296
\$12,000 – \$13,499	306	328	479	654	849	976	1104	1231
\$13,500 – \$14,999	300	308	434	609	804	925	1045	1166
\$15,000 – \$16,499	300	300	389	564	759	873	987	1101
\$16,500 – \$17,999	300	300	360	519	714	821	928	1035
\$18,000 – \$19,499	300	300	355	479	669	769	870	970
\$19,500 – \$20,999	300	300	355	465	624	718	811	905
\$21,000 – \$22,499	300	300	355	465	581	668	755	842
\$22,500 or more	300	300	355	465	575	661	748	834

**MRVP Value of the Voucher Schedule****Region 11**

Lowell

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	725	833	976	1184	1416	1628	1841	2053
\$1,500 – \$2,999	680	788	931	1139	1371	1577	1782	1988
\$3,000 – \$4,499	635	743	886	1094	1326	1525	1724	1923
\$4,500 – \$5,999	590	698	841	1049	1281	1473	1665	1857
\$6000 – \$7,499	545	653	796	1004	1236	1421	1607	1792
\$7,500 – \$8,999	500	608	751	959	1191	1370	1548	1727
\$9,000 – \$10,499	455	563	706	914	1146	1318	1490	1662
\$10,500 – \$11,999	410	518	661	869	1101	1266	1431	1596
\$12,000 – \$13,499	365	473	616	824	1056	1214	1373	1531
\$13,500 – \$14,999	320	428	571	779	1011	1163	1314	1466
\$15,000 – \$16,499	300	383	526	734	966	1111	1256	1401
\$16,500 – \$17,999	300	341	481	689	921	1059	1197	1335
\$18,000 – \$19,499	300	322	436	644	876	1007	1139	1270
\$19,500 – \$20,999	300	302	397	599	831	956	1080	1205
\$21,000 – \$22,499	300	300	377	554	786	904	1022	1140
\$22,500 – \$23,999	300	300	358	509	741	852	963	1074
\$24,000 – \$25,499	300	300	355	486	696	800	905	1009
\$25,500 – \$26,999	300	300	355	467	651	749	846	944
\$27,000 – \$28,499	300	300	355	465	613	705	797	889
\$28,500 – \$29,999	300	300	355	465	593	682	771	860
\$30,000 or more	300	300	355	465	575	661	748	834

**MRVP Value of the Voucher Schedule****Region 12**

Billerica  
Chelmsford  
Dracut

Dunstable  
Groton  
Pepperell

Tewksbury  
Townsend  
Tyngsborough

Westford

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	777	850	1024	1301	1475	1696	1918	2139
\$1,500 – \$2,999	732	805	979	1256	1430	1645	1859	2074
\$3,000 – \$4,499	687	760	934	1211	1385	1593	1801	2008
\$4,500 – \$5,999	642	715	889	1166	1340	1541	1742	1943
\$6,000 – \$7,499	597	670	844	1121	1295	1489	1684	1878
\$7,500 – \$8,999	552	625	799	1076	1250	1438	1625	1813
\$9,000 – \$10,499	507	580	754	1031	1205	1386	1567	1747
\$10,500 – \$11,999	462	535	709	986	1160	1334	1508	1682
\$12,000 – \$13,499	417	490	664	941	1115	1282	1450	1617
\$13,500 – \$14,999	372	445	619	896	1070	1231	1391	1552
\$15,000 – \$16,499	335	400	574	851	1025	1179	1333	1486
\$16,500 – \$17,999	315	355	529	806	980	1127	1274	1421
\$18,000 – \$19,499	300	326	484	761	935	1075	1216	1356
\$19,500 – \$20,999	300	306	439	716	890	1024	1157	1291
\$21,000 – \$22,499	300	300	394	671	845	972	1099	1225
\$22,500 – \$23,999	300	300	368	626	800	920	1040	1160
\$24,000 – \$25,499	300	300	355	581	755	868	982	1095
\$25,500 – \$26,999	300	300	355	536	710	817	923	1030
\$27,000 – \$28,499	300	300	355	513	665	765	865	964
\$28,500 – \$29,999	300	300	355	493	620	713	806	899
\$30,000 – \$31,499	300	300	355	474	576	662	749	835
\$31,500 or more	300	300	355	465	575	661	748	834

## MRVP Value of the Voucher Schedule

### Region 13

Andover

North Andover

North Reading

Reading

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	874	954	1117	1356	1555	1788	2022	2255
\$1,500 – \$2,999	829	909	1072	1311	1510	1737	1963	2190
\$3,000 – \$4,499	784	864	1027	1266	1465	1685	1905	2124
\$4,500 – \$5,999	739	819	982	1221	1420	1633	1846	2059
\$6000 – \$7,499	694	774	937	1176	1375	1581	1788	1994
\$7,500 – \$8,999	649	729	892	1131	1330	1530	1729	1929
\$9,000 – \$10,499	604	684	847	1086	1285	1478	1671	1863
\$10,500 – \$11,999	559	639	802	1041	1240	1426	1612	1798
\$12,000 – \$13,499	514	594	757	996	1195	1374	1554	1733
\$13,500 – \$14,999	469	549	712	951	1150	1323	1495	1668
\$15,000 – \$16,499	424	504	667	906	1105	1271	1437	1602
\$16,500 – \$17,999	379	459	622	861	1060	1219	1378	1537
\$18,000 – \$19,499	344	414	577	816	1015	1167	1320	1472
\$19,500 – \$20,999	324	369	532	771	970	1116	1261	1407
\$21,000 – \$22,499	304	342	487	726	925	1064	1203	1341
\$22,500 – \$23,999	300	322	442	681	880	1012	1144	1276
\$24,000 – \$25,499	300	302	403	636	835	960	1086	1211
\$25,500 – \$26,999	300	300	384	591	790	909	1027	1146
\$27,000 – \$28,499	300	300	364	546	745	857	969	1080
\$28,500 – \$29,999	300	300	355	501	700	805	910	1015
\$30,000 – \$31,499	300	300	355	465	656	754	853	951
\$31,500 – \$32,999	300	300	355	465	631	726	820	915
\$33,000 – \$34,499	300	300	355	465	606	697	788	879
\$34,500 – \$35,999	300	300	355	465	580	667	754	841
\$36,000 or more	300	300	355	465	575	661	748	834



**MRVP Value of the Voucher Schedule****Region 14**Amesbury  
Haverhill

Lawrence

Merrimac

Methuen

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	711	807	931	1119	1351	1554	1756	1959
\$1,500 – \$2,999	666	762	886	1074	1306	1502	1698	1894
\$3,000 – \$4,499	621	717	841	1029	1261	1450	1639	1828
\$4,500 – \$5,999	576	672	796	984	1216	1398	1581	1763
\$6,000 – \$7,499	531	627	751	939	1171	1347	1522	1698
\$7,500 – \$8,999	486	582	706	894	1126	1295	1464	1633
\$9,000 – \$10,499	441	537	661	849	1081	1243	1405	1567
\$10,500 – \$11,999	396	492	616	804	1036	1191	1347	1502
\$12,000 – \$13,499	351	447	571	759	991	1140	1288	1437
\$13,500 – \$14,999	318	402	526	714	946	1088	1230	1372
\$15,000 – \$16,499	300	357	481	669	901	1036	1171	1306
\$16,500 – \$17,999	300	327	436	624	856	984	1113	1241
\$18,000 – \$19,499	300	308	392	579	811	933	1054	1176
\$19,500 – \$20,999	300	300	372	534	766	881	996	1111
\$21,000 – \$22,499	300	300	355	500	721	829	937	1045
\$22,500 – \$23,999	300	300	355	481	676	777	879	980
\$24,000 – \$25,499	300	300	355	465	634	729	824	919
\$25,500 – \$26,999	300	300	355	465	614	706	798	890
\$27,000 – \$28,499	300	300	355	465	595	684	774	863
\$28,500 or more	300	300	355	465	575	661	748	834

**MRVP Value of the Voucher Schedule****Region 15**

Essex	Hamilton	Newburyport	Wenham
Georgetown	Ipswich	Rockport	West Newbury
Gloucester	Manchester	Salisbury	
Groveland	Newbury	Topsfield	

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	807	861	1018	1212	1465	1685	1905	2124
\$1,500 – \$2,999	762	816	973	1167	1420	1633	1846	2059
\$3,000 – \$4,499	717	771	928	1122	1375	1581	1788	1994
\$4,500 – \$5,999	672	726	883	1077	1330	1530	1729	1929
\$6,000 – \$7,499	627	681	838	1032	1285	1478	1671	1863
\$7,500 – \$8,999	582	636	793	987	1240	1426	1612	1798
\$9,000 – \$10,499	537	591	748	942	1195	1374	1554	1733
\$10,500 – \$11,999	492	546	703	897	1150	1323	1495	1668
\$12,000 – \$13,499	447	501	658	852	1105	1271	1437	1602
\$13,500 – \$14,999	402	456	613	807	1060	1219	1378	1537
\$15,000 – \$16,499	357	411	568	762	1015	1167	1320	1472
\$16,500 – \$17,999	313	366	523	717	970	1116	1261	1407
\$18,000 – \$19,499	300	330	478	672	925	1064	1203	1341
\$19,500 – \$20,999	300	310	433	627	880	1012	1144	1276
\$21,000 – \$22,499	300	300	389	582	835	960	1086	1211
\$22,500 – \$23,999	300	300	370	537	790	909	1027	1146
\$24,000 – \$25,499	300	300	355	492	745	857	969	1080
\$25,500 – \$26,999	300	300	355	465	700	805	910	1015
\$27,000 – \$28,499	300	300	355	465	655	753	852	950
\$28,500 – \$29,999	300	300	355	465	610	702	793	885
\$30,000 – \$31,499	300	300	355	465	582	669	757	844
\$31,500 or more	300	300	355	465	575	661	748	834

**MRVP Value of the Voucher Schedule****Region 16**

Beverly  
Boxford  
Danvers

Marblehead  
Middleton

Peabody  
Rowley

Salem  
Swampscott

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	750	845	1039	1265	1447	1664	1881	2098
\$1,500 – \$2,999	705	800	994	1220	1402	1612	1823	2033
\$3,000 – \$4,499	660	755	949	1175	1357	1561	1764	1968
\$4,500 – \$5,999	615	710	904	1130	1312	1509	1706	1902
\$6,000 – \$7,499	570	665	859	1085	1267	1457	1647	1837
\$7,500 – \$8,999	525	620	814	1040	1222	1405	1589	1772
\$9,000 – \$10,499	480	575	769	995	1177	1354	1530	1707
\$10,500 – \$11,999	435	530	724	950	1132	1302	1472	1641
\$12,000 – \$13,499	390	485	679	905	1087	1250	1413	1576
\$13,500 – \$14,999	345	440	634	860	1042	1198	1355	1511
\$15,000 – \$16,499	319	395	589	815	997	1147	1296	1446
\$16,500 – \$17,999	300	350	544	770	952	1095	1238	1380
\$18,000 – \$19,499	300	327	499	725	907	1043	1179	1315
\$19,500 – \$20,999	300	307	454	680	862	991	1121	1250
\$21,000 – \$22,499	300	300	409	635	817	940	1062	1185
\$22,500 – \$23,999	300	300	389	590	772	888	1004	1119
\$24,000 – \$25,499	300	300	369	545	727	836	945	1054
\$25,500 – \$26,999	300	300	355	521	682	784	887	989
\$27,000 – \$28,499	300	300	355	501	637	733	828	924
\$28,500 – \$29,999	300	300	355	481	593	682	771	860
\$30,000 or more	300	300	355	465	575	661	748	834

**MRVP Value of the Voucher Schedule****Region 17**

Chelsea  
Everett  
Lynn

Lynnfield  
Malden  
Revere

Saugus  
Somerville  
Stoneham

Wilmington  
Winthrop  
Woburn

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	761	853	1042	1237	1458	1677	1895	2114
\$1,500 – \$2,999	716	808	997	1192	1413	1625	1837	2049
\$3,000 – \$4,499	671	763	952	1147	1368	1573	1778	1984
\$4,500 – \$5,999	626	718	907	1102	1323	1521	1720	1918
\$6,000 – \$7,499	581	673	862	1057	1278	1470	1661	1853
\$7,500 – \$8,999	536	628	817	1012	1233	1418	1603	1788
\$9,000 – \$10,499	491	583	772	967	1188	1366	1544	1723
\$10,500 – \$11,999	446	538	727	922	1143	1314	1486	1657
\$12,000 – \$13,499	401	493	682	877	1098	1263	1427	1592
\$13,500 – \$14,999	356	448	637	832	1053	1211	1369	1527
\$15,000 – \$16,499	330	403	592	787	1008	1159	1310	1462
\$16,500 – \$17,999	310	358	547	742	963	1107	1252	1396
\$18,000 – \$19,499	300	335	502	697	918	1056	1193	1331
\$19,500 – \$20,999	300	315	457	652	873	1004	1135	1266
\$21,000 – \$22,499	300	300	412	607	828	952	1076	1201
\$22,500 – \$23,999	300	300	392	562	783	900	1018	1135
\$24,000 – \$25,499	300	300	372	517	738	849	959	1070
\$25,500 – \$26,999	300	300	355	498	693	797	901	1005
\$27,000 – \$28,499	300	300	355	478	648	745	842	940
\$28,500 – \$29,999	300	300	355	465	610	702	793	885
\$30,000 – \$31,499	300	300	355	465	591	680	768	857
\$31,500 or more	300	300	355	465	575	661	748	834

**MRVP Value of the Voucher Schedule****Region 18**

Medford

Melrose

Nahant

Wakefield

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	801	922	1144	1350	1619	1862	2105	2348
\$1,500 – \$2,999	756	877	1099	1305	1574	1810	2046	2282
\$3,000 – \$4,499	711	832	1054	1260	1529	1758	1988	2217
\$4,500 – \$5,999	666	787	1009	1215	1484	1707	1929	2152
\$6000 – \$7,499	621	742	964	1170	1439	1655	1871	2087
\$7,500 – \$8,999	576	697	919	1125	1394	1603	1812	2021
\$9,000 – \$10,499	531	652	874	1080	1349	1551	1754	1956
\$10,500 – \$11,999	486	607	829	1035	1304	1500	1695	1891
\$12,000 – \$13,499	441	562	784	990	1259	1448	1637	1826
\$13,500 – \$14,999	396	517	739	945	1214	1396	1578	1760
\$15,000 – \$16,499	351	472	694	900	1169	1344	1520	1695
\$16,500 – \$17,999	314	427	649	855	1124	1293	1461	1630
\$18,000 – \$19,499	300	382	604	810	1079	1241	1403	1565
\$19,500 – \$20,999	300	338	559	765	1034	1189	1344	1499
\$21,000 – \$22,499	300	319	514	720	989	1137	1286	1434
\$22,500 – \$23,999	300	300	469	675	944	1086	1227	1369
\$24,000 – \$25,499	300	300	424	630	899	1034	1169	1304
\$25,500 – \$26,999	300	300	387	585	854	982	1110	1238
\$27,000 – \$28,499	300	300	368	540	809	930	1052	1173
\$28,500 – \$29,999	300	300	355	495	764	879	993	1108
\$30,000 – \$31,499	300	300	355	471	719	827	935	1043
\$31,500 – \$32,999	300	300	355	465	674	775	876	977
\$33,000 – \$34,499	300	300	355	465	629	723	818	912
\$34,500 – \$35,999	300	300	355	465	600	690	780	870
\$36,000 – \$37,499	300	300	355	465	580	667	754	841
\$37,500 or more	300	300	355	465	575	661	748	834

## MRVP Value of the Voucher Schedule

### Region 19

Ashland	Hopkinton	Milford	Waltham
Ayer	Hudson	Needham	Watertown
Bedford	Lincoln	Sherborn	Weston
Carlisle	Littleton	Southborough	
Dover	Marlborough	Stow	
Framingham	Maynard	Sudbury	

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	816	914	1090	1340	1563	1797	2032	2266
\$1,500 – \$2,999	771	869	1045	1295	1518	1746	1973	2201
\$3,000 – \$4,499	726	824	1000	1250	1473	1694	1915	2136
\$4,500 – \$5,999	681	779	955	1205	1428	1642	1856	2071
\$6,000 – \$7,499	636	734	910	1160	1383	1590	1798	2005
\$7,500 – \$8,999	591	689	865	1115	1338	1539	1739	1940
\$9,000 – \$10,499	546	644	820	1070	1293	1487	1681	1875
\$10,500 – \$11,999	501	599	775	1025	1248	1435	1622	1810
\$12,000 – \$13,499	456	554	730	980	1203	1383	1564	1744
\$13,500 – \$14,999	411	509	685	935	1158	1332	1505	1679
\$15,000 – \$16,499	366	464	640	890	1113	1280	1447	1614
\$16,500 – \$17,999	321	419	595	845	1068	1228	1388	1549
\$18,000 – \$19,499	301	374	550	800	1023	1176	1330	1483
\$19,500 – \$20,999	300	333	505	755	978	1125	1271	1418
\$21,000 – \$22,499	300	314	460	710	933	1073	1213	1353
\$22,500 – \$23,999	300	300	415	665	888	1021	1154	1288
\$24,000 – \$25,499	300	300	385	620	843	969	1096	1222
\$25,500 – \$26,999	300	300	366	575	798	918	1037	1157
\$27,000 – \$28,499	300	300	355	530	753	866	979	1092
\$28,500 – \$29,999	300	300	355	495	708	814	920	1027
\$30,000 – \$31,499	300	300	355	476	663	762	862	961
\$31,500 – \$32,999	300	300	355	465	618	711	803	896
\$33,000 – \$34,499	300	300	355	465	580	667	754	841
\$34,500 or more	300	300	355	465	575	661	748	834

## MRVP Value of the Voucher Schedule

### Region 20

Arlington

Belmont

Burlington

Winchester

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	848	950	1171	1424	1566	1801	2036	2271
\$1,500 – \$2,999	803	905	1126	1379	1521	1749	1977	2205
\$3,000 – \$4,499	758	860	1081	1334	1476	1697	1919	2140
\$4,500 – \$5,999	713	815	1036	1289	1431	1646	1860	2075
\$6000 – \$7,499	668	770	991	1244	1386	1594	1802	2010
\$7,500 – \$8,999	623	725	946	1199	1341	1542	1743	1944
\$9,000 – \$10,499	578	680	901	1154	1296	1490	1685	1879
\$10,500 – \$11,999	533	635	856	1109	1251	1439	1626	1814
\$12,000 – \$13,499	488	590	811	1064	1206	1387	1568	1749
\$13,500 – \$14,999	443	545	766	1019	1161	1335	1509	1683
\$15,000 – \$16,499	398	500	721	974	1116	1283	1451	1618
\$16,500 – \$17,999	353	455	676	929	1071	1232	1392	1553
\$18,000 – \$19,499	327	410	631	884	1026	1180	1334	1488
\$19,500 – \$20,999	307	365	586	839	981	1128	1275	1422
\$21,000 – \$22,499	300	338	541	794	936	1076	1217	1357
\$22,500 – \$23,999	300	319	496	749	891	1025	1158	1292
\$24,000 – \$25,499	300	300	451	704	846	973	1100	1227
\$25,500 – \$26,999	300	300	406	659	801	921	1041	1161
\$27,000 – \$28,499	300	300	381	614	756	869	983	1096
\$28,500 – \$29,999	300	300	361	569	711	818	924	1031
\$30,000 – \$31,499	300	300	355	524	667	767	867	967
\$31,500 – \$32,999	300	300	355	497	642	738	835	931
\$33,000 – \$34,499	300	300	355	478	617	710	802	895
\$34,500 – \$35,999	300	300	355	465	591	680	768	857
\$36,000 or more	300	300	355	465	575	661	748	834

## MRVP Value of the Voucher Schedule

### Region 21

Acton  
Boxborough  
Concord

Dedham  
Lexington

Natick  
Newton

Wayland  
Wellesley

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	840	939	1159	1314	1551	1784	2016	2249
\$1,500 – \$2,999	795	894	1114	1269	1506	1732	1958	2184
\$3,000 – \$4,499	750	849	1069	1224	1461	1680	1899	2118
\$4,500 – \$5,999	705	804	1024	1179	1416	1628	1841	2053
\$6000 – \$7,499	660	759	979	1134	1371	1577	1782	1988
\$7,500 – \$8,999	615	714	934	1089	1326	1525	1724	1923
\$9,000 – \$10,499	570	669	889	1044	1281	1473	1665	1857
\$10,500 – \$11,999	525	624	844	999	1236	1421	1607	1792
\$12,000 – \$13,499	480	579	799	954	1191	1370	1548	1727
\$13,500 – \$14,999	435	534	754	909	1146	1318	1490	1662
\$15,000 – \$16,499	390	489	709	864	1101	1266	1431	1596
\$16,500 – \$17,999	345	444	664	819	1056	1214	1373	1531
\$18,000 – \$19,499	324	399	619	774	1011	1163	1314	1466
\$19,500 – \$20,999	304	354	574	729	966	1111	1256	1401
\$21,000 – \$22,499	300	333	529	684	921	1059	1197	1335
\$22,500 – \$23,999	300	313	484	639	876	1007	1139	1270
\$24,000 – \$25,499	300	300	439	594	831	956	1080	1205
\$25,500 – \$26,999	300	300	404	549	786	904	1022	1140
\$27,000 – \$28,499	300	300	384	509	741	852	963	1074
\$28,500 – \$29,999	300	300	364	484	696	800	905	1009
\$30,000 – \$31,499	300	300	355	465	652	750	848	945
\$31,500 – \$32,999	300	300	355	465	627	721	815	909
\$33,000 – \$34,499	300	300	355	465	601	691	781	871
\$34,500 – \$35,999	300	300	355	465	576	662	749	835
\$36,000 or more	300	300	355	465	575	661	748	834



**MRVP Value of the Voucher Schedule****Region 22**Braintree  
HolbrookMilton  
Quincy

Randolph

Weymouth

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	787	900	1095	1321	1497	1722	1946	2171
\$1,500 – \$2,999	742	855	1050	1276	1452	1670	1888	2105
\$3,000 – \$4,499	697	810	1005	1231	1407	1618	1829	2040
\$4,500 – \$5,999	652	765	960	1186	1362	1566	1771	1975
\$6000 – \$7,499	607	720	915	1141	1317	1515	1712	1910
\$7,500 – \$8,999	562	675	870	1096	1272	1463	1654	1844
\$9,000 – \$10,499	517	630	825	1051	1227	1411	1595	1779
\$10,500 – \$11,999	472	585	780	1006	1182	1359	1537	1714
\$12,000 – \$13,499	427	540	735	961	1137	1308	1478	1649
\$13,500 – \$14,999	382	495	690	916	1092	1256	1420	1583
\$15,000 – \$16,499	337	450	645	871	1047	1204	1361	1518
\$16,500 – \$17,999	313	405	600	826	1002	1152	1303	1453
\$18,000 – \$19,499	300	360	555	781	957	1101	1244	1388
\$19,500 – \$20,999	300	334	510	736	912	1049	1186	1322
\$21,000 – \$22,499	300	314	465	691	867	997	1127	1257
\$22,500 – \$23,999	300	300	420	646	822	945	1069	1192
\$24,000 – \$25,499	300	300	397	601	777	894	1010	1127
\$25,500 – \$26,999	300	300	377	556	732	842	952	1061
\$27,000 – \$28,499	300	300	358	514	687	790	893	996
\$28,500 – \$29,999	300	300	355	494	642	738	835	931
\$30,000 – \$31,499	300	300	355	474	598	688	777	867
\$31,500 or more	300	300	355	465	575	661	748	834

**MRVP Value of the Voucher Schedule****Region 23**

Norwood

Walpole

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	837	923	1131	1325	1482	1704	1927	2149
\$1,500 – \$2,999	792	878	1086	1280	1437	1653	1868	2084
\$3,000 – \$4,499	747	833	1041	1235	1392	1601	1810	2018
\$4,500 – \$5,999	702	788	996	1190	1347	1549	1751	1953
\$6000 – \$7,499	657	743	951	1145	1302	1497	1693	1888
\$7,500 – \$8,999	612	698	906	1100	1257	1446	1634	1823
\$9,000 – \$10,499	567	653	861	1055	1212	1394	1576	1757
\$10,500 – \$11,999	522	608	816	1010	1167	1342	1517	1692
\$12,000 – \$13,499	477	563	771	965	1122	1290	1459	1627
\$13,500 – \$14,999	432	518	726	920	1077	1239	1400	1562
\$15,000 – \$16,499	387	473	681	875	1032	1187	1342	1496
\$16,500 – \$17,999	345	428	636	830	987	1135	1283	1431
\$18,000 – \$19,499	325	383	591	785	942	1083	1225	1366
\$19,500 – \$20,999	305	340	546	740	897	1032	1166	1301
\$21,000 – \$22,499	300	321	501	695	852	980	1108	1235
\$22,500 – \$23,999	300	301	456	650	807	928	1049	1170
\$24,000 – \$25,499	300	300	411	605	762	876	991	1105
\$25,500 – \$26,999	300	300	387	560	717	825	932	1040
\$27,000 – \$28,499	300	300	368	531	672	773	874	974
\$28,500 – \$29,999	300	300	355	511	627	721	815	909
\$30,000 – \$31,499	300	300	355	491	583	670	758	845
\$31,500 – \$32,999	300	300	355	471	575	661	748	834
\$33,000 or more	300	300	355	465	575	661	748	834

**MRVP Value of the Voucher Schedule****Region 24**

Bellingham  
Canton  
Foxborough  
Franklin

Holliston  
Medfield  
Medway  
Millis

Norfolk  
Sharon  
Stoughton  
Westwood

Wrentham

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	761	879	1010	1161	1335	1535	1736	1936
\$1,500 – \$2,999	716	834	965	1116	1290	1484	1677	1871
\$3,000 – \$4,499	671	789	920	1071	1245	1432	1619	1805
\$4,500 – \$5,999	626	744	875	1026	1200	1380	1560	1740
\$6,000 – \$7,499	581	699	830	981	1155	1328	1502	1675
\$7,500 – \$8,999	536	654	785	936	1110	1277	1443	1610
\$9,000 – \$10,499	491	609	740	891	1065	1225	1385	1544
\$10,500 – \$11,999	446	564	695	846	1020	1173	1326	1479
\$12,000 – \$13,499	401	519	650	801	975	1121	1268	1414
\$13,500 – \$14,999	356	474	605	756	930	1070	1209	1349
\$15,000 – \$16,499	321	429	560	711	885	1018	1151	1283
\$16,500 – \$17,999	301	384	515	666	840	966	1092	1218
\$18,000 – \$19,499	300	343	470	621	795	914	1034	1153
\$19,500 – \$20,999	300	323	425	576	750	863	975	1088
\$21,000 – \$22,499	300	304	392	531	705	811	917	1022
\$22,500 – \$23,999	300	300	373	486	660	759	858	957
\$24,000 – \$25,499	300	300	355	465	633	728	823	918
\$25,500 – \$26,999	300	300	355	465	607	698	789	880
\$27,000 – \$28,499	300	300	355	465	582	669	757	844
\$28,500 or more	300	300	355	465	575	661	748	834

**MRVP Value of the Voucher Schedule****Region 25**

Cohasset	Hingham	Norwell	Scituate
Duxbury	Hull	Pembroke	
Hanover	Kingston	Plymouth	
Hanson	Marshfield	Rockland	

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	774	888	1039	1283	1523	1751	1980	2208
\$1,500 – \$2,999	729	843	994	1238	1478	1700	1921	2143
\$3,000 – \$4,499	684	798	949	1193	1433	1648	1863	2078
\$4,500 – \$5,999	639	753	904	1148	1388	1596	1804	2013
\$6,000 – \$7,499	594	708	859	1103	1343	1544	1746	1947
\$7,500 – \$8,999	549	663	814	1058	1298	1493	1687	1882
\$9,000 – \$10,499	504	618	769	1013	1253	1441	1629	1817
\$10,500 – \$11,999	459	573	724	968	1208	1389	1570	1752
\$12,000 – \$13,499	414	528	679	923	1163	1337	1512	1686
\$13,500 – \$14,999	369	483	634	878	1118	1286	1453	1621
\$15,000 – \$16,499	329	438	589	833	1073	1234	1395	1556
\$16,500 – \$17,999	309	393	544	788	1028	1182	1336	1491
\$18,000 – \$19,499	300	350	499	743	983	1130	1278	1425
\$19,500 – \$20,999	300	330	454	698	938	1079	1219	1360
\$21,000 – \$22,499	300	311	409	653	893	1027	1161	1295
\$22,500 – \$23,999	300	300	390	608	848	975	1102	1230
\$24,000 – \$25,499	300	300	370	563	803	923	1044	1164
\$25,500 – \$26,999	300	300	355	518	758	872	985	1099
\$27,000 – \$28,499	300	300	355	493	713	820	927	1034
\$28,500 – \$29,999	300	300	355	473	668	768	868	969
\$30,000 – \$31,499	300	300	355	465	623	716	810	903
\$31,500 – \$32,999	300	300	355	465	600	690	780	870
\$33,000 – \$34,499	300	300	355	465	580	667	754	841
\$34,500 or more	300	300	355	465	575	661	748	834

## MRVP Value of the Voucher Schedule

### Region 26

Abington  
Avon  
Bridgewater

Brockton  
East Bridgewater

Easton  
Halifax

West Bridgewater  
Whitman

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	730	826	959	1174	1382	1589	1797	2004
\$1,500 – \$2,999	685	781	914	1129	1337	1538	1738	1939
\$3,000 – \$4,499	640	736	869	1084	1292	1486	1680	1873
\$4,500 – \$5,999	595	691	824	1039	1247	1434	1621	1808
\$6,000 – \$7,499	550	646	779	994	1202	1382	1563	1743
\$7,500 – \$8,999	505	601	734	949	1157	1331	1504	1678
\$9,000 – \$10,499	460	556	689	904	1112	1279	1446	1612
\$10,500 – \$11,999	415	511	644	859	1067	1227	1387	1547
\$12,000 – \$13,499	370	466	599	814	1022	1175	1329	1482
\$13,500 – \$14,999	327	421	554	769	977	1124	1270	1417
\$15,000 – \$16,499	307	376	509	724	932	1072	1212	1351
\$16,500 – \$17,999	300	336	464	679	887	1020	1153	1286
\$18,000 – \$19,499	300	316	419	634	842	968	1095	1221
\$19,500 – \$20,999	300	300	386	589	797	917	1036	1156
\$21,000 – \$22,499	300	300	366	544	752	865	978	1090
\$22,500 – \$23,999	300	300	355	504	707	813	919	1025
\$24,000 – \$25,499	300	300	355	484	662	761	861	960
\$25,500 – \$26,999	300	300	355	465	617	710	802	895
\$27,000 – \$28,499	300	300	355	465	588	676	764	853
\$28,500 or more	300	300	355	465	575	661	748	834

## MRVP Value of the Voucher Schedule

### Region 27

Acushnet	Fairhaven	Mattapoisett	Rochester
Berkley	Fall River	New Bedford	Seekonk
Carver	Freetown	Plainville	Somerset
Dartmouth	Lakeville	Raynham	Swansea
Dighton	Marion	Rehoboth	Westport

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	646	679	785	963	1209	1390	1572	1753
\$1,500 – \$2,999	601	634	740	918	1164	1339	1513	1688
\$3,000 – \$4,499	556	589	695	873	1119	1287	1455	1623
\$4,500 – \$5,999	511	544	650	828	1074	1235	1396	1557
\$6000 – \$7,499	466	499	605	783	1029	1183	1338	1492
\$7,500 – \$8,999	421	454	560	738	984	1132	1279	1427
\$9,000 – \$10,499	376	409	515	693	939	1080	1221	1362
\$10,500 – \$11,999	331	364	470	648	894	1028	1162	1296
\$12,000 – \$13,499	308	323	425	603	849	976	1104	1231
\$13,500 – \$14,999	300	303	394	558	804	925	1045	1166
\$15,000 – \$16,499	300	300	375	513	759	873	987	1101
\$16,500 – \$17,999	300	300	355	479	714	821	928	1035
\$18,000 – \$19,499	300	300	355	465	669	769	870	970
\$19,500 – \$20,999	300	300	355	465	637	733	828	924
\$21,000 – \$22,499	300	300	355	465	618	711	803	896
\$22,500 – \$23,999	300	300	355	465	598	688	777	867
\$24,000 – \$25,499	300	300	355	465	578	665	751	838
\$25,500 or more	300	300	355	465	575	661	748	834

## MRVP Value of the Voucher Schedule

### Region 28

Attleboro

North Attleborough

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	665	734	848	1024	1305	1501	1697	1892
\$1,500 – \$2,999	620	689	803	979	1260	1449	1638	1827
\$3,000 – \$4,499	575	644	758	934	1215	1397	1580	1762
\$4,500 – \$5,999	530	599	713	889	1170	1346	1521	1697
\$6000 – \$7,499	485	554	668	844	1125	1294	1463	1631
\$7,500 – \$8,999	440	509	623	799	1080	1242	1404	1566
\$9,000 – \$10,499	395	464	578	754	1035	1190	1346	1501
\$10,500 – \$11,999	350	419	533	709	990	1139	1287	1436
\$12,000 – \$13,499	324	374	488	664	945	1087	1229	1370
\$13,500 – \$14,999	304	330	443	619	900	1035	1170	1305
\$15,000 – \$16,499	300	310	398	574	855	983	1112	1240
\$16,500 – \$17,999	300	300	372	529	810	932	1053	1175
\$18,000 – \$19,499	300	300	355	484	765	880	995	1109
\$19,500 – \$20,999	300	300	355	465	720	828	936	1044
\$21,000 – \$22,499	300	300	355	465	675	776	878	979
\$22,500 – \$23,999	300	300	355	465	646	743	840	937
\$24,000 – \$25,499	300	300	355	465	626	720	814	908
\$25,500 – \$26,999	300	300	355	465	607	698	789	880
\$27,000 – \$28,499	300	300	355	465	587	675	763	851
\$28,500 or more	300	300	355	465	575	661	748	834

**MRVP Value of the Voucher Schedule****Region 29**

Mansfield

Middleborough

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	738	864	987	1214	1433	1648	1863	2078
\$1,500 – \$2,999	693	819	942	1169	1388	1596	1804	2013
\$3,000 – \$4,499	648	774	897	1124	1343	1544	1746	1947
\$4,500 – \$5,999	603	729	852	1079	1298	1493	1687	1882
\$6000 – \$7,499	558	684	807	1034	1253	1441	1629	1817
\$7,500 – \$8,999	513	639	762	989	1208	1389	1570	1752
\$9,000 – \$10,499	468	594	717	944	1163	1337	1512	1686
\$10,500 – \$11,999	423	549	672	899	1118	1286	1453	1621
\$12,000 – \$13,499	378	504	627	854	1073	1234	1395	1556
\$13,500 – \$14,999	333	459	582	809	1028	1182	1336	1491
\$15,000 – \$16,499	300	414	537	764	983	1130	1278	1425
\$16,500 – \$17,999	300	369	492	719	938	1079	1219	1360
\$18,000 – \$19,499	300	344	447	674	893	1027	1161	1295
\$19,500 – \$20,999	300	324	402	629	848	975	1102	1230
\$21,000 – \$22,499	300	304	376	584	803	923	1044	1164
\$22,500 – \$23,999	300	300	357	539	758	872	985	1099
\$24,000 – \$25,499	300	300	355	501	713	820	927	1034
\$25,500 – \$26,999	300	300	355	482	668	768	868	969
\$27,000 – \$28,499	300	300	355	465	623	716	810	903
\$28,500 – \$29,999	300	300	355	465	593	682	771	860
\$30,000 or more	300	300	355	465	575	661	748	834



**MRVP Value of the Voucher Schedule****Region 30**

Wareham

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	647	721	822	987	1305	1501	1697	1892
\$1,500 – \$2,999	602	676	777	942	1260	1449	1638	1827
\$3,000 – \$4,499	557	631	732	897	1215	1397	1580	1762
\$4,500 – \$5,999	512	586	687	852	1170	1346	1521	1697
\$6000 – \$7,499	467	541	642	807	1125	1294	1463	1631
\$7,500 – \$8,999	422	496	597	762	1080	1242	1404	1566
\$9,000 – \$10,499	377	451	552	717	1035	1190	1346	1501
\$10,500 – \$11,999	332	406	507	672	990	1139	1287	1436
\$12,000 – \$13,499	308	361	462	627	945	1087	1229	1370
\$13,500 – \$14,999	300	317	417	582	900	1035	1170	1305
\$15,000 – \$16,499	300	300	372	537	855	983	1112	1240
\$16,500 – \$17,999	300	300	355	496	810	932	1053	1175
\$18,000 – \$19,499	300	300	355	470	765	880	995	1109
\$19,500 – \$20,999	300	300	355	465	720	828	936	1044
\$21,000 – \$22,499	300	300	355	465	675	776	878	979
\$22,500 – \$23,999	300	300	355	465	646	743	840	937
\$24,000 – \$25,499	300	300	355	465	626	720	814	908
\$25,500 – \$26,999	300	300	355	465	607	698	789	880
\$27,000 – \$28,499	300	300	355	465	587	675	763	851
\$28,500 or more	300	300	355	465	575	661	748	834

## MRVP Value of the Voucher Schedule

### Region 31

Norton

Plympton

Taunton

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	692	768	941	1093	1375	1581	1788	1994
\$1,500 – \$2,999	647	723	896	1048	1330	1530	1729	1929
\$3,000 – \$4,499	602	678	851	1003	1285	1478	1671	1863
\$4,500 – \$5,999	557	633	806	958	1240	1426	1612	1798
\$6000 – \$7,499	512	588	761	913	1195	1374	1554	1733
\$7,500 – \$8,999	467	543	716	868	1150	1323	1495	1668
\$9,000 – \$10,499	422	498	671	823	1105	1271	1437	1602
\$10,500 – \$11,999	377	453	626	778	1060	1219	1378	1537
\$12,000 – \$13,499	336	408	581	733	1015	1167	1320	1472
\$13,500 – \$14,999	316	363	536	688	970	1116	1261	1407
\$15,000 – \$16,499	300	334	491	643	925	1064	1203	1341
\$16,500 – \$17,999	300	314	446	598	880	1012	1144	1276
\$18,000 – \$19,499	300	300	402	553	835	960	1086	1211
\$19,500 – \$20,999	300	300	382	508	790	909	1027	1146
\$21,000 – \$22,499	300	300	363	470	745	857	969	1080
\$22,500 – \$23,999	300	300	355	465	700	805	910	1015
\$24,000 – \$25,499	300	300	355	465	655	753	852	950
\$25,500 – \$26,999	300	300	355	465	633	728	823	918
\$27,000 – \$28,499	300	300	355	465	613	705	797	889
\$28,500 – \$29,999	300	300	355	465	593	682	771	860
\$30,000 or more	300	300	355	465	575	661	748	834

## MRVP Value of the Voucher Schedule

### Region 32

Aquinnah	Dennis	Mashpee	Tisbury
Barnstable	Eastham	Nantucket	Truro
Bourne	Edgartown	Oak Bluffs	Wellfleet
Brewster	Falmouth	Orleans	West Tisbury
Chatham	Gosnold	Provincetown	Yarmouth
Chilmark	Harwich	Sandwich	

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	742	847	988	1197	1396	1605	1815	2024
\$1,500 – \$2,999	697	802	943	1152	1351	1554	1756	1959
\$3,000 – \$4,499	652	757	898	1107	1306	1502	1698	1894
\$4,500 – \$5,999	607	712	853	1062	1261	1450	1639	1828
\$6,000 – \$7,499	562	667	808	1017	1216	1398	1581	1763
\$7,500 – \$8,999	517	622	763	972	1171	1347	1522	1698
\$9,000 – \$10,499	472	577	718	927	1126	1295	1464	1633
\$10,500 – \$11,999	427	532	673	882	1081	1243	1405	1567
\$12,000 – \$13,499	382	487	628	837	1036	1191	1347	1502
\$13,500 – \$14,999	337	442	583	792	991	1140	1288	1437
\$15,000 – \$16,499	314	397	538	747	946	1088	1230	1372
\$16,500 – \$17,999	300	352	493	702	901	1036	1171	1306
\$18,000 – \$19,499	300	320	448	657	856	984	1113	1241
\$19,500 – \$20,999	300	300	403	612	811	933	1054	1176
\$21,000 – \$22,499	300	300	375	567	766	881	996	1111
\$22,500 – \$23,999	300	300	355	522	721	829	937	1045
\$24,000 – \$25,499	300	300	355	487	676	777	879	980
\$25,500 – \$26,999	300	300	355	467	631	726	820	915
\$27,000 – \$28,499	300	300	355	465	586	674	762	850
\$28,500 or more	300	300	355	465	575	661	748	834

**MRVP Value of the Voucher Schedule****Region 33**

Boston

Brookline

Cambridge

Net Household Income	Voucher Size							
	1	2	3	4	5	6	7	8
\$0 – \$1,499	805	944	1147	1342	1571	1807	2042	2278
\$1,500 – \$2,999	760	899	1102	1297	1526	1755	1984	2213
\$3,000 – \$4,499	715	854	1057	1252	1481	1703	1925	2147
\$4,500 – \$5,999	670	809	1012	1207	1436	1651	1867	2082
\$6000 – \$7,499	625	764	967	1162	1391	1600	1808	2017
\$7,500 – \$8,999	580	719	922	1117	1346	1548	1750	1952
\$9,000 – \$10,499	535	674	877	1072	1301	1496	1691	1886
\$10,500 – \$11,999	490	629	832	1027	1256	1444	1633	1821
\$12,000 – \$13,499	445	584	787	982	1211	1393	1574	1756
\$13,500 – \$14,999	400	539	742	937	1166	1341	1516	1691
\$15,000 – \$16,499	355	494	697	892	1121	1289	1457	1625
\$16,500 – \$17,999	310	449	652	847	1076	1237	1399	1560
\$18,000 – \$19,499	300	404	607	802	1031	1186	1340	1495
\$19,500 – \$20,999	300	359	562	757	986	1134	1282	1430
\$21,000 – \$22,499	300	333	517	712	941	1082	1223	1364
\$22,500 – \$23,999	300	313	472	667	896	1030	1165	1299
\$24,000 – \$25,499	300	300	427	622	851	979	1106	1234
\$25,500 – \$26,999	300	300	386	577	806	927	1048	1169
\$27,000 – \$28,499	300	300	367	532	761	875	989	1103
\$28,500 – \$29,999	300	300	355	487	716	823	931	1038
\$30,000 – \$31,499	300	300	355	465	671	772	872	973
\$31,500 – \$32,999	300	300	355	465	626	720	814	908
\$33,000 – \$34,499	300	300	355	465	583	670	758	845
\$34,500 or more	300	300	355	465	575	661	748	834

## MRVP Value of the Voucher Schedule City/Town Index

City/Town	Region	City/Town	Region	City/Town	Region
Abington.....	26	Brockton.....	26	Easton.....	26
Acton.....	21	Brookfield.....	9	Edgartown.....	32
Acushnet.....	27	Brookline.....	33	Egremont.....	1
Adams.....	1	Buckland.....	3	Erving.....	3
Agawam.....	7	Burlington.....	20	Essex.....	15
Alford.....	1	Cambridge.....	33	Everett.....	17
Amesbury.....	14	Canton.....	24	Fairhaven.....	27
Amherst.....	5	Carlisle.....	19	Fall River.....	27
Andover.....	13	Carver.....	27	Falmouth.....	32
Aquinnah.....	32	Charlemont.....	3	Fitchburg.....	10
Arlington.....	20	Charlton.....	9	Florida.....	2
Ashburnham.....	8	Chatham.....	32	Foxborough.....	24
Ashby.....	8	Chelmsford.....	12	Framingham.....	19
Ashfield.....	3	Chelsea.....	17	Franklin.....	24
Ashland.....	19	Cheshire.....	1	Freetown.....	27
Athol.....	8	Chester.....	4	Gardner.....	8
Attleboro.....	28	Chesterfield.....	4	Georgetown.....	15
Auburn.....	9	Chicopee.....	6	Gill.....	3
Avon.....	26	Chilmark.....	32	Gloucester.....	15
Ayer.....	19	Clarksburg.....	2	Goshen.....	4
Barnstable.....	32	Clinton.....	9	Gosnold.....	32
Barre.....	9	Cohasset.....	25	Grafton.....	9
Becket.....	2	Colrain.....	3	Granby.....	7
Bedford.....	19	Concord.....	21	Granville.....	4
Belchertown.....	7	Conway.....	3	Great Barrington.....	2
Bellingham.....	24	Cummington.....	4	Greenfield.....	3
Belmont.....	20	Dalton.....	1	Groton.....	12
Berkley.....	27	Danvers.....	16	Groveland.....	15
Berlin.....	9	Dartmouth.....	27	Hadley.....	7
Bernardston.....	3	Dedham.....	21	Halifax.....	26
Beverly.....	16	Deerfield.....	3	Hamilton.....	15
Billerica.....	12	Dennis.....	32	Hampden.....	7
Blackstone.....	7	Dighton.....	27	Hancock.....	2
Blandford.....	4	Douglas.....	9	Hanover.....	25
Bolton.....	8	Dover.....	19	Hanson.....	25
Boston.....	33	Dracut.....	12	Hardwick.....	8
Bourne.....	32	Dudley.....	9	Harvard.....	8
Boxborough.....	21	Dunstable.....	12	Harwich.....	32
Boxford.....	16	Duxbury.....	25	Hatfield.....	7
Boylston.....	9	East Bridgewater.....	26	Haverhill.....	14
Braintree.....	22	East Brookfield.....	9	Hawley.....	3
Brewster.....	32	East Longmeadow.....	7	Heath.....	3
Bridgewater.....	26	Eastham.....	32	Hingham.....	25
Brimfield.....	4	Easthampton.....	7	Hinsdale.....	2

## MRVP Value of the Voucher Schedule City/Town Index

City/Town	Region	City/Town	Region	City/Town	Region
Holbrook .....	22	Medway.....	24	Oak Bluffs .....	32
Holden.....	9	Melrose .....	18	Oakham .....	8
Holland .....	9	Mendon.....	9	Orange.....	3
Holliston .....	24	Merrimac.....	14	Orleans .....	32
Holyoke .....	6	Methuen.....	14	Otis .....	1
Hopedale.....	8	Middleborough .....	29	Oxford.....	9
Hopkinton .....	19	Middlefield .....	4	Palmer .....	7
Hubbardston .....	8	Middleton.....	16	Paxton .....	9
Hudson .....	19	Milford.....	19	Peabody.....	16
Hull .....	25	Millbury .....	9	Pelham.....	4
Huntington.....	4	Millis .....	24	Pembroke .....	25
Ipswich .....	15	Millville .....	7	Pepperell .....	12
Kingston .....	25	Milton.....	22	Peru .....	2
Lakeville.....	27	Monroe .....	3	Petersham .....	8
Lancaster .....	9	Monson .....	7	Phillipston.....	8
Lanesborough .....	1	Montague.....	3	Pittsfield .....	1
Lawrence .....	14	Monterey .....	2	Plainfield.....	4
Lee.....	1	Montgomery .....	4	Plainville .....	27
Leicester .....	9	Mount Washington .....	1	Plymouth .....	25
Lenox.....	1	Nahant.....	18	Plympton .....	31
Leominster .....	10	Nantucket.....	32	Princeton .....	9
Leverett .....	3	Natick .....	21	Provincetown .....	32
Lexington.....	21	Needham.....	19	Quincy .....	22
Leyden.....	3	New Ashford .....	2	Randolph .....	22
Lincoln .....	19	New Bedford .....	27	Raynham.....	27
Littleton.....	19	New Braintree .....	8	Reading.....	13
Longmeadow.....	7	New Marlborough.....	2	Rehoboth.....	27
Lowell .....	11	New Salem .....	3	Revere .....	17
Ludlow.....	7	Newbury.....	15	Richmond .....	2
Lunenburg .....	8	Newburyport.....	15	Rochester .....	27
Lynn.....	17	Newton.....	21	Rockland .....	25
Lynnfield.....	17	Norfolk .....	24	Rockport .....	15
Malden .....	17	North Adams .....	2	Rowe.....	3
Manchester .....	15	North Andover .....	13	Rowley.....	16
Mansfield .....	29	North Attleborough.....	28	Royalston.....	8
Marblehead.....	16	North Brookfield .....	9	Russell.....	4
Marion.....	27	North Reading .....	13	Rutland .....	9
Marlborough .....	19	Northampton .....	5	Salem.....	16
Marshfield .....	25	Northborough .....	9	Salisbury .....	15
Mashpee .....	32	Northbridge.....	9	Sandisfield .....	2
Mattapoisett .....	27	Northfield.....	3	Sandwich .....	32
Maynard .....	19	Norton .....	31	Saugus .....	17
Medfield .....	24	Norwell.....	25	Savoy .....	2
Medford .....	18	Norwood .....	23	Scituate.....	25

## MRVP Value of the Voucher Schedule City/Town Index

City/Town	Region	City/Town	Region	City/Town	Region
Seekonk.....	27	Templeton.....	8	West Brookfield.....	9
Sharon.....	24	Tewksbury.....	12	West Newbury.....	15
Sheffield.....	2	Tisbury.....	32	West Springfield.....	6
Shelburne.....	3	Tolland.....	4	West Stockbridge.....	2
Sherborn.....	19	Topsfield.....	15	West Tisbury.....	32
Shirley.....	8	Townsend.....	12	Westborough.....	9
Shrewsbury.....	9	Truro.....	32	Westfield.....	6
Shutesbury.....	3	Tyngsborough.....	12	Westford.....	12
Somerset.....	27	Tyringham.....	2	Westhampton.....	4
Somerville.....	17	Upton.....	9	Westminster.....	8
South Hadley.....	7	Uxbridge.....	9	Weston.....	19
Southampton.....	7	Wakefield.....	18	Westport.....	27
Southborough.....	19	Wales.....	4	Westwood.....	24
Southbridge.....	8	Walpole.....	23	Weymouth.....	22
Southwick.....	7	Waltham.....	19	Whately.....	3
Spencer.....	9	Ware.....	4	Whitman.....	26
Springfield.....	6	Wareham.....	30	Wilbraham.....	7
Sterling.....	9	Warren.....	8	Williamsburg.....	4
Stockbridge.....	1	Warwick.....	3	Williamstown.....	2
Stoneham.....	17	Washington.....	2	Wilmington.....	17
Stoughton.....	24	Watertown.....	19	Winchendon.....	8
Stow.....	19	Wayland.....	21	Winchester.....	20
Sturbridge.....	8	Webster.....	9	Windsor.....	1
Sudbury.....	19	Wellesley.....	21	Winthrop.....	17
Sunderland.....	3	Wellfleet.....	32	Woburn.....	17
Sutton.....	9	Wendell.....	3	Worcester.....	9
Swampscott.....	16	Wenham.....	15	Worthington.....	7
Swansea.....	27	West Boylston.....	9	Wrentham.....	24
Taunton.....	31	West Bridgewater.....	26	Yarmouth.....	32

## Exhibit 7.6     Mobile Voucher Payment Worksheet



[illegible]

A. <b>Net Annual Income</b>		
B. Monthly Net Income	<i>Net Annual Income (A) Divided by 12</i>	
C. Voucher Value	<i>From Value of the Voucher Schedule</i>	
D. Tenant Rent Share with Voucher Value	<i>Contract Rent Minus Voucher Value (C)</i>	
E. Minimum Tenant Rent Share	<i>30% of Monthly Net Income (B)</i>	
F. Maximum Tenant Rent Share	<i>40% of Monthly Net Income (B)</i>	
G. Contract Rent	<i>From Above</i>	
H. <b>TENANT RENT SHARE</b>	<i>Median of D, E, and F</i>	
I. <b>VOUCHER PAYMENT</b>	<i>Contract Rent Minus Tenant Rent Share</i>	

#### PRORATION

**Move In Date:** \_\_\_\_\_ **Number of Days in Unit:** \_\_\_\_\_  
**Tenant Rent Share:** \_\_\_\_\_ **Voucher Payment:** \_\_\_\_\_

MUST be Completed	Optional
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## **Exhibit 8.1      Authorization for the Release of Information**

*To be placed on AA letterhead*

Authorization for the Release of Information

Signing this form gives the AA and/or DHCD permission to share your personal information. Your personal information will only be disclosed in accordance with this form and as required or allowed by law. Please read it carefully before signing it.

I understand that the personal information I provide through this release will be securely maintained in accordance with applicable law.

I authorize the AA and/or DHCD:

- to contact individuals, companies, agencies, offices of the state and federal governments, and their designated contractors, subcontractors, and agents to determine my household's eligibility and to obtain and share information (by any means, including oral, written, electronic, facsimile or telephonic) regarding myself and my household members related to my MRVP Voucher, application, and supporting documents; and
- to verify the information regarding myself and my household members, including through wage matching, Criminal Offender Record Information (CORI), and Sex Offender Registry Information (SORI) requests.

I authorize any and all individuals, companies, agencies, offices of the state and federal governments, and their designated contractors, subcontractors, and agents to release any information regarding me and my household members to the AA and/or DHCD.

Shared and verified information may include, but is not limited to:

- biographic information (e.g. name, date of birth, social security number);
- demographic information (e.g., race, ethnicity, language); and
- information related to my application for, eligibility for, or participation in MRVP (such as income, employment, criminal history, assets, or any other information related to my housing subsidy).

In accordance with all applicable state laws including M.G.L. c. 62E, the AA and DHCD participate in the Massachusetts Wage Reporting System ("wage match"). The income reported by adult MRVP Applicants and Participants (18 years of age or older) shall be matched with wages reported by employers to the DOR. The AA and DHCD are asking all adult MRVP Participants to provide and verify their social security numbers for this purpose. I understand that failure to provide and verify social security numbers may result in my termination from the MRVP.

I agree to cooperate in requests to provide information to the AA and/or DHCD, and understand that my failure to do so may result in my termination, suspension, and/or repayment of assistance.

I will be notified in writing of actions taken against me because of information gained from verification processes, provided an opportunity to contest the actions, and given information on how to do so.

If I receive MRVP assistance and I am later determined to be ineligible for it, I may be fully liable for the value of the assistance received.

I understand that this release is effective for 15 months from the date of signature. I have read and understand this form. A photocopy or digital copy of this release is as valid as the original.

---

**Head of Household Printed Name**

---

**Head of Household Signature**

---

**Date**

---

Other Adult Household Member

---

Other Adult Household Member

---

Other Adult Household Member Signature

---

Other Adult Household Member Signature

---

Date

---

Date

---

Other Adult Household Member

---

Other Adult Household Member

---

Other Adult Household Member Signature

---

Other Adult Household Member Signature

---

Date

---

Date

**Exhibit 9.1      MRVP Mobile Voucher Maximum Rents**

**MRVP Mobile Voucher Maximum Rents**

<b>City/Town</b>	<b>SRO</b>	<b>ESRO</b>	<b>Studio/ 0 BDR</b>	<b>1 Bedroom</b>	<b>2 Bedrooms</b>	<b>3 Bedrooms</b>	<b>4 Bedrooms</b>	<b>5 Bedrooms</b>
<i>Abington</i>	\$621	\$712	\$827	\$862	\$1,086	\$1,300	\$1,498	\$1,723
<i>Acton</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Acushnet</i>	\$369	\$534	\$491	\$647	\$744	\$891	\$1,155	\$1,328
<i>Adams</i>	\$329	\$427	\$438	\$517	\$654	\$828	\$938	\$1,079
<i>Agawam</i>	\$420	\$552	\$559	\$669	\$849	\$1,015	\$1,168	\$1,343
<i>Alford</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>Amesbury</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Amherst</i>	\$382	\$557	\$509	\$675	\$857	\$1,175	\$1,475	\$1,696
<i>Andover</i>	\$492	\$689	\$656	\$834	\$1,009	\$1,214	\$1,366	\$1,571
<i>Aquinnah</i>	\$534	\$745	\$712	\$903	\$1,075	\$1,285	\$1,417	\$1,630
<i>Arlington</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Ashburnham</i>	\$408	\$516	\$544	\$625	\$805	\$1,035	\$1,125	\$1,294
<i>Ashby</i>	\$408	\$516	\$544	\$625	\$805	\$1,035	\$1,125	\$1,294
<i>Ashfield</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Ashland</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Athol</i>	\$318	\$439	\$424	\$531	\$654	\$781	\$989	\$1,137
<i>Attleboro</i>	\$507	\$604	\$676	\$732	\$845	\$1,013	\$1,202	\$1,382
<i>Auburn</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Avon</i>	\$621	\$712	\$827	\$862	\$1,086	\$1,300	\$1,498	\$1,723
<i>Ayer</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Barnstable</i>	\$448	\$627	\$597	\$760	\$1,010	\$1,207	\$1,245	\$1,432
<i>Barre</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Becket</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>Bedford</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Belchertown</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Bellingham</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119

**MRVP Mobile Voucher Maximum Rents**

<b>City/Town</b>	<b>SRO</b>	<b>ESRO</b>	<b>Studio/ 0 BDR</b>	<b>1 Bedroom</b>	<b>2 Bedrooms</b>	<b>3 Bedrooms</b>	<b>4 Bedrooms</b>	<b>5 Bedrooms</b>
<i>Belmont</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Berkley</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Berlin</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Bernardston</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Beverly</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Billerica</i>	\$537	\$727	\$715	\$881	\$1,102	\$1,334	\$1,491	\$1,715
<i>Blackstone</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Blandford</i>	\$353	\$504	\$470	\$610	\$772	\$922	\$1,039	\$1,195
<i>Bolton</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Boston</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Bourne</i>	\$444	\$626	\$591	\$758	\$999	\$1,206	\$1,244	\$1,431
<i>Boxborough</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Boxford</i>	\$492	\$689	\$656	\$834	\$1,009	\$1,214	\$1,366	\$1,571
<i>Boylston</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Braintree</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Brewster</i>	\$448	\$627	\$597	\$760	\$1,010	\$1,207	\$1,245	\$1,432
<i>Bridgewater</i>	\$621	\$712	\$827	\$862	\$1,086	\$1,300	\$1,498	\$1,723
<i>Brimfield</i>	\$353	\$504	\$470	\$610	\$772	\$922	\$1,039	\$1,195
<i>Brockton</i>	\$621	\$712	\$827	\$862	\$1,086	\$1,300	\$1,498	\$1,723
<i>Brookfield</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Brookline</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Buckland</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Burlington</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Cambridge</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Canton</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Carlisle</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119



**MRVP Mobile Voucher Maximum Rents**

<b>City/Town</b>	<b>SRO</b>	<b>ESRO</b>	<b>Studio/ 0 BDR</b>	<b>1 Bedroom</b>	<b>2 Bedrooms</b>	<b>3 Bedrooms</b>	<b>4 Bedrooms</b>	<b>5 Bedrooms</b>
<i>Carver</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Charlemont</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Charlton</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Chatham</i>	\$448	\$627	\$597	\$760	\$1,010	\$1,207	\$1,245	\$1,432
<i>Chelmsford</i>	\$537	\$727	\$715	\$881	\$1,102	\$1,334	\$1,491	\$1,715
<i>Chelsea</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Cheshire</i>	\$329	\$427	\$438	\$517	\$654	\$828	\$938	\$1,079
<i>Chester</i>	\$353	\$504	\$470	\$610	\$772	\$922	\$1,039	\$1,195
<i>Chesterfield</i>	\$411	\$537	\$547	\$650	\$862	\$1,082	\$1,210	\$1,392
<i>Chicopee</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Chilmark</i>	\$534	\$745	\$712	\$903	\$1,075	\$1,285	\$1,417	\$1,630
<i>Clarksburg</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>Clinton</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Cohasset</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Colrain</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Concord</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Conway</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Cummington</i>	\$411	\$537	\$547	\$650	\$862	\$1,082	\$1,210	\$1,392
<i>Dalton</i>	\$329	\$427	\$438	\$517	\$654	\$828	\$938	\$1,079
<i>Danvers</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Dartmouth</i>	\$369	\$534	\$491	\$647	\$744	\$891	\$1,155	\$1,328
<i>Dedham</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Deerfield</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Dennis</i>	\$448	\$627	\$597	\$760	\$1,010	\$1,207	\$1,245	\$1,432
<i>Dighton</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Douglas</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319

**MRVP Mobile Voucher Maximum Rents**

<b>City/Town</b>	<b>SRO</b>	<b>ESRO</b>	<b>Studio/ 0 BDR</b>	<b>1 Bedroom</b>	<b>2 Bedrooms</b>	<b>3 Bedrooms</b>	<b>4 Bedrooms</b>	<b>5 Bedrooms</b>
<i>Dover</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Dracut</i>	\$537	\$727	\$715	\$881	\$1,102	\$1,334	\$1,491	\$1,715
<i>Dudley</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Dunstable</i>	\$537	\$727	\$715	\$881	\$1,102	\$1,334	\$1,491	\$1,715
<i>Duxbury</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>East Bridgewater</i>	\$621	\$712	\$827	\$862	\$1,086	\$1,300	\$1,498	\$1,723
<i>East Brookfield</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>East Longmeadow</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Eastham</i>	\$448	\$627	\$597	\$760	\$1,010	\$1,207	\$1,245	\$1,432
<i>Easthampton</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Easton</i>	\$621	\$712	\$827	\$862	\$1,086	\$1,300	\$1,498	\$1,723
<i>Edgartown</i>	\$534	\$745	\$712	\$903	\$1,075	\$1,285	\$1,417	\$1,630
<i>Egremont</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>Erving</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Essex</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Everett</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Fairhaven</i>	\$369	\$534	\$491	\$647	\$744	\$891	\$1,155	\$1,328
<i>Fall River</i>	\$507	\$604	\$676	\$732	\$845	\$1,013	\$1,202	\$1,382
<i>Falmouth</i>	\$444	\$626	\$591	\$758	\$999	\$1,206	\$1,244	\$1,431
<i>Fitchburg</i>	\$408	\$516	\$544	\$625	\$805	\$1,035	\$1,125	\$1,294
<i>Florida</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>Foxborough</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Framingham</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Franklin</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Freetown</i>	\$369	\$534	\$491	\$647	\$744	\$891	\$1,155	\$1,328
<i>Gardner</i>	\$408	\$516	\$544	\$625	\$805	\$1,035	\$1,125	\$1,294

**MRVP Mobile Voucher Maximum Rents**

<b>City/Town</b>	<b>SRO</b>	<b>ESRO</b>	<b>Studio/ 0 BDR</b>	<b>1 Bedroom</b>	<b>2 Bedrooms</b>	<b>3 Bedrooms</b>	<b>4 Bedrooms</b>	<b>5 Bedrooms</b>
<i>Georgetown</i>	\$492	\$689	\$656	\$834	\$1,009	\$1,214	\$1,366	\$1,571
<i>Gill</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Gloucester</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Goshen</i>	\$411	\$537	\$547	\$650	\$862	\$1,082	\$1,210	\$1,392
<i>Gosnold</i>	\$534	\$745	\$712	\$903	\$1,075	\$1,285	\$1,417	\$1,630
<i>Grafton</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Granby</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Granville</i>	\$353	\$504	\$470	\$610	\$772	\$922	\$1,039	\$1,195
<i>Great Barrington</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>Greenfield</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Groton</i>	\$537	\$727	\$715	\$881	\$1,102	\$1,334	\$1,491	\$1,715
<i>Groveland</i>	\$492	\$689	\$656	\$834	\$1,009	\$1,214	\$1,366	\$1,571
<i>Hadley</i>	\$420	\$552	\$559	\$669	\$849	\$1,015	\$1,168	\$1,343
<i>Halifax</i>	\$621	\$712	\$827	\$862	\$1,086	\$1,300	\$1,498	\$1,723
<i>Hamilton</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Hampden</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Hancock</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>Hanover</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Hanson</i>	\$621	\$712	\$827	\$862	\$1,086	\$1,300	\$1,498	\$1,723
<i>Hardwick</i>	\$318	\$439	\$424	\$531	\$654	\$781	\$989	\$1,137
<i>Harvard</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Harwich</i>	\$448	\$627	\$597	\$760	\$1,010	\$1,207	\$1,245	\$1,432
<i>Hatfield</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Haverhill</i>	\$492	\$689	\$656	\$834	\$1,009	\$1,214	\$1,366	\$1,571
<i>Hawley</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Heath</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245

**MRVP Mobile Voucher Maximum Rents**

<b>City/Town</b>	<b>SRO</b>	<b>ESRO</b>	<b>Studio/ 0 BDR</b>	<b>1 Bedroom</b>	<b>2 Bedrooms</b>	<b>3 Bedrooms</b>	<b>4 Bedrooms</b>	<b>5 Bedrooms</b>
<i>Hingham</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Hinsdale</i>	\$329	\$427	\$438	\$517	\$654	\$828	\$938	\$1,079
<i>Holbrook</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Holden</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Holland</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Holliston</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Holyoke</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Hopedale</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Hopkinton</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Hubbardston</i>	\$318	\$439	\$424	\$531	\$654	\$781	\$989	\$1,137
<i>Hudson</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Hull</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Huntington</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Ipswich</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Kingston</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Lakeville</i>	\$621	\$712	\$827	\$862	\$1,086	\$1,300	\$1,498	\$1,723
<i>Lancaster</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Lanesborough</i>	\$329	\$427	\$438	\$517	\$654	\$828	\$938	\$1,079
<i>Lawrence</i>	\$492	\$689	\$656	\$834	\$1,009	\$1,214	\$1,366	\$1,571
<i>Lee</i>	\$329	\$427	\$438	\$517	\$654	\$828	\$938	\$1,079
<i>Leicester</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Lenox</i>	\$329	\$427	\$438	\$517	\$654	\$828	\$938	\$1,079
<i>Leominster</i>	\$408	\$516	\$544	\$625	\$805	\$1,035	\$1,125	\$1,294
<i>Leverett</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Lexington</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Leyden</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245

**MRVP Mobile Voucher Maximum Rents**

<b>City/Town</b>	<b>SRO</b>	<b>ESRO</b>	<b>Studio/ 0 BDR</b>	<b>1 Bedroom</b>	<b>2 Bedrooms</b>	<b>3 Bedrooms</b>	<b>4 Bedrooms</b>	<b>5 Bedrooms</b>
<i>Lincoln</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Littleton</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Longmeadow</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Lowell</i>	\$537	\$727	\$715	\$881	\$1,102	\$1,334	\$1,491	\$1,715
<i>Ludlow</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Lunenburg</i>	\$408	\$516	\$544	\$625	\$805	\$1,035	\$1,125	\$1,294
<i>Lynn</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Lynnfield</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Malden</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Manchester</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Mansfield</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Marblehead</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Marion</i>	\$369	\$534	\$491	\$647	\$744	\$891	\$1,155	\$1,328
<i>Marlborough</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Marshfield</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Mashpee</i>	\$448	\$627	\$597	\$760	\$1,010	\$1,207	\$1,245	\$1,432
<i>Mattapoisett</i>	\$369	\$534	\$491	\$647	\$744	\$891	\$1,155	\$1,328
<i>Maynard</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Medfield</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Medford</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Medway</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Melrose</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Mendon</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Merrimac</i>	\$492	\$689	\$656	\$834	\$1,009	\$1,214	\$1,366	\$1,571
<i>Methuen</i>	\$492	\$689	\$656	\$834	\$1,009	\$1,214	\$1,366	\$1,571
<i>Middleborough</i>	\$621	\$712	\$827	\$862	\$1,086	\$1,300	\$1,498	\$1,723

**MRVP Mobile Voucher Maximum Rents**

<b>City/Town</b>	<b>SRO</b>	<b>ESRO</b>	<b>Studio/ 0 BDR</b>	<b>1 Bedroom</b>	<b>2 Bedrooms</b>	<b>3 Bedrooms</b>	<b>4 Bedrooms</b>	<b>5 Bedrooms</b>
<i>Middlefield</i>	\$411	\$537	\$547	\$650	\$862	\$1,082	\$1,210	\$1,392
<i>Middleton</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Milford</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Millbury</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Millis</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Millville</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Milton</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Monroe</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Monson</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Montague</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Monterey</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>Montgomery</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Mount Washington</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>Nahant</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Nantucket</i>	\$624	\$950	\$832	\$1,151	\$1,405	\$1,681	\$1,731	\$1,991
<i>Natick</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Needham</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>New Ashford</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>New Bedford</i>	\$369	\$534	\$491	\$647	\$744	\$891	\$1,155	\$1,328
<i>New Braintree</i>	\$318	\$439	\$424	\$531	\$654	\$781	\$989	\$1,137
<i>New Marlborough</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>New Salem</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Newbury</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Newburyport</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Newton</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Norfolk</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119

**MRVP Mobile Voucher Maximum Rents**

<b>City/Town</b>	<b>SRO</b>	<b>ESRO</b>	<b>Studio/ 0 BDR</b>	<b>1 Bedroom</b>	<b>2 Bedrooms</b>	<b>3 Bedrooms</b>	<b>4 Bedrooms</b>	<b>5 Bedrooms</b>
<i>North Adams</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>North Andover</i>	\$492	\$689	\$656	\$834	\$1,009	\$1,214	\$1,366	\$1,571
<i>North Attleborough</i>	\$507	\$604	\$676	\$732	\$845	\$1,013	\$1,202	\$1,382
<i>North Brookfield</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>North Reading</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Northampton</i>	\$413	\$553	\$550	\$670	\$849	\$997	\$1,233	\$1,418
<i>Northborough</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Northbridge</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Northfield</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Norton</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Norwell</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Norwood</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Oak Bluffs</i>	\$534	\$745	\$712	\$903	\$1,075	\$1,285	\$1,417	\$1,630
<i>Oakham</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Orange</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Orleans</i>	\$448	\$627	\$597	\$760	\$1,010	\$1,207	\$1,245	\$1,432
<i>Otis</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>Oxford</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Palmer</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Paxton</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Peabody</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Pelham</i>	\$411	\$537	\$547	\$650	\$862	\$1,082	\$1,210	\$1,392
<i>Pembroke</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Pepperell</i>	\$537	\$727	\$715	\$881	\$1,102	\$1,334	\$1,491	\$1,715
<i>Peru</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>Petersham</i>	\$318	\$439	\$424	\$531	\$654	\$781	\$989	\$1,137

**MRVP Mobile Voucher Maximum Rents**

<b>City/Town</b>	<b>SRO</b>	<b>ESRO</b>	<b>Studio/ 0 BDR</b>	<b>1 Bedroom</b>	<b>2 Bedrooms</b>	<b>3 Bedrooms</b>	<b>4 Bedrooms</b>	<b>5 Bedrooms</b>
<i>Phillipston</i>	\$318	\$439	\$424	\$531	\$654	\$781	\$989	\$1,137
<i>Pittsfield</i>	\$329	\$427	\$438	\$517	\$654	\$828	\$938	\$1,079
<i>Plainfield</i>	\$411	\$537	\$547	\$650	\$862	\$1,082	\$1,210	\$1,392
<i>Plainville</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Plymouth</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Plympton</i>	\$621	\$712	\$827	\$862	\$1,086	\$1,300	\$1,498	\$1,723
<i>Princeton</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Provincetown</i>	\$444	\$626	\$591	\$758	\$999	\$1,206	\$1,244	\$1,431
<i>Quincy</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Randolph</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Raynham</i>	\$621	\$712	\$827	\$862	\$1,086	\$1,300	\$1,498	\$1,723
<i>Reading</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Rehoboth</i>	\$507	\$604	\$676	\$732	\$845	\$1,013	\$1,202	\$1,382
<i>Revere</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Richmond</i>	\$329	\$427	\$438	\$517	\$654	\$828	\$938	\$1,079
<i>Rochester</i>	\$369	\$534	\$491	\$647	\$744	\$891	\$1,155	\$1,328
<i>Rockland</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Rockport</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Rowe</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Rowley</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Royalston</i>	\$318	\$439	\$424	\$531	\$654	\$781	\$989	\$1,137
<i>Russell</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Rutland</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Salem</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Salisbury</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Sandisfield</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086



**MRVP Mobile Voucher Maximum Rents**

<b>City/Town</b>	<b>SRO</b>	<b>ESRO</b>	<b>Studio/ 0 BDR</b>	<b>1 Bedroom</b>	<b>2 Bedrooms</b>	<b>3 Bedrooms</b>	<b>4 Bedrooms</b>	<b>5 Bedrooms</b>
<i>Sandwich</i>	\$448	\$627	\$597	\$760	\$1,010	\$1,207	\$1,245	\$1,432
<i>Saugus</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Savoy</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>Scituate</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Seekonk</i>	\$507	\$604	\$676	\$732	\$845	\$1,013	\$1,202	\$1,382
<i>Sharon</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Sheffield</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>Shelburne</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Sherborn</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Shirley</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Shrewsbury</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Shutesbury</i>	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
<i>Somerset</i>	\$507	\$604	\$676	\$732	\$845	\$1,013	\$1,202	\$1,382
<i>Somerville</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>South Hadley</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Southampton</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Southborough</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Southbridge</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Southwick</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Spencer</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Springfield</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Sterling</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Stockbridge</i>	\$329	\$427	\$438	\$517	\$654	\$828	\$938	\$1,079
<i>Stoneham</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Stoughton</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Stow</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119

**MRVP Mobile Voucher Maximum Rents**

<b>City/Town</b>	<b>SRO</b>	<b>ESRO</b>	<b>Studio/ 0 BDR</b>	<b>1 Bedroom</b>	<b>2 Bedrooms</b>	<b>3 Bedrooms</b>	<b>4 Bedrooms</b>	<b>5 Bedrooms</b>
<i>Sturbridge</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Sudbury</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Sunderland</i>	\$382	\$515	\$509	\$624	\$788	\$985	\$1,212	\$1,394
<i>Sutton</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Swampscott</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Swansea</i>	\$507	\$604	\$676	\$732	\$845	\$1,013	\$1,202	\$1,382
<i>Taunton</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Templeton</i>	\$408	\$516	\$544	\$625	\$805	\$1,035	\$1,125	\$1,294
<i>Tewksbury</i>	\$537	\$727	\$715	\$881	\$1,102	\$1,334	\$1,491	\$1,715
<i>Tisbury</i>	\$534	\$745	\$712	\$903	\$1,075	\$1,285	\$1,417	\$1,630
<i>Tolland</i>	\$353	\$504	\$470	\$610	\$772	\$922	\$1,039	\$1,195
<i>Topsfield</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Townsend</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Truro</i>	\$444	\$626	\$591	\$758	\$999	\$1,206	\$1,244	\$1,431
<i>Tyngsborough</i>	\$537	\$727	\$715	\$881	\$1,102	\$1,334	\$1,491	\$1,715
<i>Tyringham</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>Upton</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Uxbridge</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Vineyard Haven</i>	\$534	\$745	\$712	\$903	\$1,075	\$1,285	\$1,417	\$1,630
<i>Wakefield</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Wales</i>	\$353	\$504	\$470	\$610	\$772	\$922	\$1,039	\$1,195
<i>Walpole</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Waltham</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Ware</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Wareham</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Warren</i>	\$318	\$439	\$424	\$531	\$654	\$781	\$989	\$1,137

**MRVP Mobile Voucher Maximum Rents**

<b>City/Town</b>	<b>SRO</b>	<b>ESRO</b>	<b>Studio/ 0 BDR</b>	<b>1 Bedroom</b>	<b>2 Bedrooms</b>	<b>3 Bedrooms</b>	<b>4 Bedrooms</b>	<b>5 Bedrooms</b>
Warwick	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
Washington	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
Watertown	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
Wayland	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
Webster	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
Wellesley	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
Wellfleet	\$444	\$626	\$591	\$758	\$999	\$1,206	\$1,244	\$1,431
Wendell	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245
Wenham	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
West Boylston	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
West Bridgewater	\$621	\$712	\$827	\$862	\$1,086	\$1,300	\$1,498	\$1,723
West Brookfield	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
West Newbury	\$492	\$689	\$656	\$834	\$1,009	\$1,214	\$1,366	\$1,571
West Springfield	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
West Stockbridge	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
West Tisbury	\$534	\$745	\$712	\$903	\$1,075	\$1,285	\$1,417	\$1,630
Westborough	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
Westfield	\$382	\$552	\$509	\$669	\$772	\$923	\$1,062	\$1,221
Westford	\$537	\$727	\$715	\$881	\$1,102	\$1,334	\$1,491	\$1,715
Westhampton	\$411	\$537	\$547	\$650	\$862	\$1,082	\$1,210	\$1,392
Westminster	\$408	\$516	\$544	\$625	\$805	\$1,035	\$1,125	\$1,294
Weston	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
Westport	\$507	\$604	\$676	\$732	\$845	\$1,013	\$1,202	\$1,382
Westwood	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
Weymouth	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
Whately	\$339	\$462	\$452	\$560	\$716	\$896	\$1,083	\$1,245

**MRVP Mobile Voucher Maximum Rents**

<b>City/Town</b>	<b>SRO</b>	<b>ESRO</b>	<b>Studio/ 0 BDR</b>	<b>1 Bedroom</b>	<b>2 Bedrooms</b>	<b>3 Bedrooms</b>	<b>4 Bedrooms</b>	<b>5 Bedrooms</b>
<i>Whitman</i>	\$621	\$712	\$827	\$862	\$1,086	\$1,300	\$1,498	\$1,723
<i>Wilbraham</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Williamsburg</i>	\$382	\$503	\$509	\$609	\$772	\$923	\$1,062	\$1,221
<i>Williamstown</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>Wilmington</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Winchendon</i>	\$408	\$516	\$544	\$625	\$805	\$1,035	\$1,125	\$1,294
<i>Winchester</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Windsor</i>	\$354	\$437	\$471	\$529	\$610	\$835	\$944	\$1,086
<i>Winthrop</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Woburn</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Worcester</i>	\$444	\$579	\$592	\$701	\$840	\$1,033	\$1,147	\$1,319
<i>Worthington</i>	\$411	\$537	\$547	\$650	\$862	\$1,082	\$1,210	\$1,392
<i>Wrentham</i>	\$846	\$977	\$1,127	\$1,184	\$1,392	\$1,664	\$1,843	\$2,119
<i>Yarmouth</i>	\$448	\$627	\$597	\$760	\$1,010	\$1,207	\$1,245	\$1,432

## Exhibit 9.2 Rent Reasonableness Checklist and Certification Form

**MRVP RENT REASONABLENESS CHECKLIST AND CERTIFICATION****For Owner to Complete**

1. The Owner should complete the second column, Proposed Unit. Please use a separate form for each additional unit that varies in some way besides address (for example: bedroom size or accessibility).

	Proposed Unit	Unit #1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Unit Amenities				
Site Amenities				
Neighborhood Amenities				
Age in Years				
Utilities Paid by Tenant (type)				
Contract Rent (after increase)				
Handicap Accessible?				

## 2. Compliance with Maximum Allowable Increase

$$\text{Current Rent} \times \% \text{ Increase} = \text{Proposed Contract Rent}$$

Percentage rent increase does not exceed applicable HUD OCAF (found at [www.hud.gov](http://www.hud.gov)) of:

\_\_\_\_\_ %.

### 3. Rent Reasonableness

If the project has more than 4 units, the Owner must complete the following section for the most recently leased comparable *unassisted* units within the premises.

Address and Unit Number	Date Rented	Rental Amount
1.		
2.		
3.		

#### 4. Owner Signature

Signature \_\_\_\_\_ Date \_\_\_\_\_

### For the AA to Complete

1. Please provide information for three unassisted units comparable to the proposed unit. You may use the table above or attach rent comparisons.
2. The date of the last rent increase was \_\_\_\_\_. Please note that rent increases can only be approved once during any twelve (12) month period.
3. I have verified that the increase requested is no more than HUD OCAF.
4. Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [ ] is [ ] is not reasonable. If not reasonable, I find \$\_\_\_\_\_ to be a reasonable rent increase.

\_\_\_\_\_  
Name                                      Signature                                      Date

## Exhibit 9.4     MRVP Mobile Voucher Transfer Form



**MRVP MOBILE VOUCHER TRANSFER FORM**

This form must be completed and included with **every** mobile voucher transfer from one agency to another. Please fill out as completely as possible.

**Initial AA:**

Full Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Receiving AA:**

Full Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**Participant:**

Full Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Voucher Size: \_\_\_\_\_

Bedrooms

**Unit Address:**

Unit Size: \_\_\_\_\_ bedrooms

Lease Date: \_\_\_\_\_

Contract Rent: \$

Waiver Information: \_\_\_\_\_

**Owner:**

Full Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Initial AA Signature \_\_\_\_\_

Receiving AA Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Successful Transfer: ☐

Lease Date: \_\_\_\_\_

Unsuccessful Transfer: ☐

**A copy of the completed form shall be returned to the Initial AA and, if transfer was successful, a copy shall be sent to DHCD ([charlie.vasiliades@state.ma.us](mailto:charlie.vasiliades@state.ma.us)).**



## Exhibit 9.5     MRVP Model Lease

**MASSACHUSETTS RENTAL VOUCHER PROGRAM (MRVP)**  
**MODEL LEASE**

(OPTIONAL; May be Used at the Discretion of the Owner)

This Lease is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ ("Owner") and \_\_\_\_\_ ("Tenant"). The following are additional Household members:


The Owner hereby leases to the Tenant the Premises ("Contract Unit") listed below:

Unit Address:

Apartment Number: \_\_\_\_\_

\_\_\_\_\_, MA

to be used and occupied as a private dwelling only by such Tenant and those members of Tenant's Household specifically named on the Massachusetts Rental Voucher Program (MRVP) Voucher between the Tenant and the \_\_\_\_\_ (AA), in accordance with the information supplied by the Tenant.

Utilities will be paid for by:

UTILITIES	OWNER	TENANT	UTILITIES	OWNER	TENANT
Heat	<input type="checkbox"/>	<input type="checkbox"/>	Trash Removal	<input type="checkbox"/>	<input type="checkbox"/>
Hot Water	<input type="checkbox"/>	<input type="checkbox"/>	Stove	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>
Cooking Fuel	<input type="checkbox"/>	<input type="checkbox"/>	Air Conditioning	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input type="checkbox"/>	Lawn Care	<input type="checkbox"/>	<input type="checkbox"/>
Sewage Disposal	<input type="checkbox"/>	<input type="checkbox"/>	Snow Removal	<input type="checkbox"/>	<input type="checkbox"/>
Lights in Common Areas	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>	<input type="checkbox"/>

**1. RENT**

- a. The total Contract Rent is \$\_\_\_\_\_ per month.
- b. The Tenant Rent Share shall be determined by the AA and is due in advance on the first day of each month. This amount may increase or decrease, as determined by the AA in

accordance with state regulations. Any such increase or decrease shall be effective as of the date specified in a written notice from the AA to the Owner and Tenant which shall amend this Lease.

- c. The monthly Voucher Payment shall be paid to the Owner by the AA in advance on the first day of each month and is the difference between the Contract Rent and the Tenant Rent Share.

## **2. SECURITY DEPOSIT**

- a. Security Deposit. The Owner may accept a security deposit which shall not exceed one (1) month's Contract Rent. Any such security deposit shall be collected and retained in accordance with the Massachusetts Security Deposit Law, M.G.L. c.186 sec. 15B.
- b. The Security Deposit amount, if applicable, is \$\_\_\_\_\_.

## **3. LEASE TERM**

- a. The initial term of this Lease shall be for a period of no more than one (1) year, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.
- b. Unless the Owner or the Tenant provide the other party and the AA with at least sixty (60) days advance written notice prior to the anniversary date of this Lease, said Lease shall be automatically extended, upon the same terms and conditions, unless otherwise terminated by the Owner or Tenant as provided in Section 7 below.
- c. Under the MRVP Project Based Program, the Owner may only choose to not renew the Lease of a Tenant with a Project Based Voucher due to Tenant Lease violations.

## **4. OWNER OBLIGATIONS**

The Owner agrees:

- a. To permit the Tenant to quietly and peaceably enjoy the leased Contract Unit, respecting the Tenant's right to privacy.
- b. To maintain and operate the leased Contract Unit and related facilities in accordance with Article II of the State Sanitary Code and other applicable law, and agrees to provide all the services, maintenance, and utilities as agreed to herein.
- c. To make emergency repairs to all conditions which create an immediate and serious threat to life, health, or safety. Such repairs shall be made forthwith after the Tenant's notification to Owner or after Owner otherwise learns of such condition.
- d. To make all other non-emergency repairs within thirty (30) days after being notified or learning of the need for such repair.
- e. That the failure of the Tenant to notify the Owner shall not affect the Owner's obligation to make repairs to the leased Contract Unit where the Owner knows of the need for such repairs, nor the Owner's obligation to make necessary repairs to the common areas and grounds.
- f. To provide a 24 hour contact for Tenant to notify in case of a need for emergency repairs. Notice of the Contact's name, address, and telephone number shall be posted in a conspicuous place in the building occupied by the Tenant.
- g. To provide written notices to Tenant as required in this Lease in person or by mail.

- h. If the Owner voluntarily assigns, transfers, or sells his/her interest in the building in which the Contract Unit is located, during the term of this Lease, to require the assignee or transferee to assume the obligations of this Lease, in writing, prior to such assignment, transfer, or sale, a signed copy of which shall be sent immediately to the Tenant and AA.

## **5. TENANT OBLIGATIONS**

The Tenant agrees:

- a. To live in a peaceful way, respecting the rights of neighbors to privacy and quiet.
- b. To use the leased Contract Unit only as a private dwelling; not to sublet or take in boarders or lodgers; and not to assign this Lease.
- c. To pay the Tenant Rent Share in a timely fashion and to pay all amounts for damages, fees, and charges legally due under the terms of this Lease in connection with occupancy of the leased Contract Unit, except for the amount of the Voucher Payment.
- d. Not to engage in unlawful activity, including all drug related activities, which would interfere with the health, safety, security, or peaceful enjoyment of other tenants, or would adversely affect the physical environment of the other tenants.
- e. To be responsible for Tenant's Guests at all times, including not permitting Guests to engage in the unlawful activities described above.
- f. No Guest may remain on the leased Contract Unit more than 30 days, consecutively or collectively, in any given 12 month period unless approved in writing by the Owner and the AA.
- g. Not to remove, alter, replace, or add a door cylinder or lock without the Owner's prior written permission. The Tenant shall promptly give the Owner a duplicate key to any cylinder or lock installed by the Tenant.
- h. Not to install any major appliances, including without limitation, a washing machine, air conditioning unit, clothes dryer, refrigerator, or T.V. satellite dish, without the Owner's prior written permission.
- i. To promptly notify the Owner of a need for repair or maintenance to the leased Contract Unit, and of unsafe conditions in the common areas and grounds.
- j. Not to damage the leased Contract Unit or common areas, beyond normal wear and tear.
- k. To leave the Contract Unit in a clean and good condition, except for reasonable wear and tear, and to return the keys to the Owner when he/she vacates.
- l. To provide the written notices to Owner or to the AA as required in this Lease either in person or by mail.
- m. Not to paint or make any additions or alterations in the leased Contract Unit without the prior written consent of the Owner. Tenant shall not make any alterations in the water, gas, electrical conduits, plumbing or other fixtures, or remove any appliances, additions, or improvements from the leased Contract Unit.
- n. Not to accumulate rubbish or garbage, nor to store articles in areas other than those specifically designed for storage.
- o. To keep household pets, if permitted in writing by the Owner, in a manner which is not a nuisance to other tenants or neighbors.

- p. To ensure that members of the Tenant's Household comply with all terms and conditions of this Lease.
- q. To comply with all other terms and conditions of the MRVP Voucher, as such terms and conditions affect Tenant's occupancy of the leased Contract Unit.

## **6. ENTRY INTO LEASED CONTRACT UNIT**

- a. The Owner shall have the right to enter the leased Contract Unit during occupancy only for the purposes of repair, maintenance, extermination, or inspections set forth in this Lease, or to show the Contract Unit to persons wishing to purchase or finance the building. Owner shall have the right to enter to show the Contract Unit to persons wishing to buy or Lease the Contract Unit.
- b. The Owner shall enter the leased Contract Unit only with Tenant's permission, which shall not be unreasonably withheld, and after giving Tenant 24 hours advance written notice of the date, time, and purpose of the entry; provided that the Owner may enter immediately if he/she reasonably believes that an emergency exists. Owner must make a reasonable effort to contact Tenant prior to an emergency entry and must always give prompt written notice to Tenant of the date, time, and purpose of the emergency entry.
- c. The AA and the Department of Housing and Community Development (DHCD) shall have the right to enter the leased Contract Unit for the purpose of performing audit inspections. The AA and DHCD shall enter the Contract Unit only with the Tenant's permission, which shall not be unreasonably withheld, and after giving the Tenant 24 hours advance written notice of the date, time, and purpose of the entry.

## **7. TERMINATION**

- a. Termination by Tenant
  - i. Tenant may not terminate the Lease prior to the Lease expiration without cause or mutual consent.
  - ii. Cause must be approved by the AA and may include:
    - 1. Housing safety violations under Article II of the State Sanitary Code;
    - 2. Reasonable accommodation due to a Household member's disability;
    - 3. Domestic violence, which does NOT require AA approval; and
    - 4. Other reasons as allowed by a court of law.
  - iii. The Tenant must give the Owner and the AA at least thirty (30) days advance written notice of termination for cause.
  - iv. Notice is not required in cases of domestic violence or if it is not feasible for the Tenant to do so.
- b. Termination by Owner.
  - i. During the term of this Lease, the Owner may not terminate without giving at least thirty (30) days advance written notice to the Tenant and the AA (or fourteen (14) days advance written notice in the event of non-payment of the Tenant Rent Share).
  - ii. The Owner may only terminate the Lease for the following reasons:
    - 1. Non-payment of Tenant Rent Share;
    - 2. Interference with the rights of other tenants;

3. Causing serious damage to the leased Contract Unit or common areas;
4. Posing a threat to the health or safety of other tenants, the Owner, or Owner's Agents;
5. Substantial breach of any material covenant or condition of this Lease, including all attachments; and
6. After the initial term of this Lease, other good cause, such as, but not limited to, the Tenant refusing to accept an Owner's offer of a new Lease or revision or needing the apartment for personal use.

**NOTE:** If the Tenant has a Project Based MRVP Voucher, the Owner may **not** terminate the Lease for other good cause.

- c. In the case of termination of this Lease, Owner may evict Tenant from the leased Contract Unit only by instituting a summary process action and obtaining a judgment for possession. If Owner prevails in an eviction, Tenant may be charged Owner's actual costs.
- d. If both Tenant and Owner agree, this Lease may be terminated by providing the AA with thirty (30) days advance written notice, signed by both Tenant and Owner. Tenant may continue to occupy the leased Contract Unit with no further participation by the AA.
- e. If the leased Contract Unit or any part thereof or the whole or a substantial part of the building are made uninhabitable by fire, flood, other natural disaster, or condemnation or taken by eminent domain, this Lease will thereupon terminate.
- f. If the AA is required to terminate the Tenant's participation in the MRVP or its MRVP Voucher Payment Contract (VPC) with the Owner, this Lease will not automatically terminate. If the Tenant has a Mobile Voucher and this Lease is terminated for any reason, then the VPC will automatically terminates on the same date. If the Tenant has a Project Based Voucher, then the termination of this Lease has no effect on the VPC.

## **8. ADDITIONAL PROVISIONS**

- a. This Lease does not in any way change the rights of any party to seek any legal remedies under the U.S. Constitution, federal and state statutes, decisional law, or the regulations of DHCD; nor shall the failure of either party to invoke remedies provided hereunder be deemed waiver of such remedies at any future time.
- b. Provision of housing subsidy in accordance with this Lease is subject to the appropriation of funding for the MRVP by the Massachusetts Legislature, and the release of such funds to DHCD and the AA by the Executive Office of Administration and Finance.
- c. The Owner shall not discriminate against the Tenant on the grounds of age, race, color, creed, religion, sex, sexual orientation, disability, national origin, ethnicity, marital or familial status, veteran status, gender identity, genetic information, or receipt of public assistance.
- d. This Lease is contingent upon certification by the local Board of Health or other local code enforcement entity or other certified inspector such as an inspector qualified to complete HQS inspections, that the Contract Unit is in compliance with the minimum standards of fitness for human habitation as set forth in Article II of the State Sanitary

Code, State Building Code, or other applicable law, or if the municipality has its own code providing stricter standards of fitness, in compliance with such code.

- e. This Lease is further contingent upon certification from a Certified Lead Inspector that the Contract Unit and premises are free of any lead paint hazards or provide verification that the Contract Unit was constructed after 1978 before any child(ren) under the age of six (6) years reside(s) in the Contract Unit.
- f. In case of an emergency involving the Tenant, the following person should be notified:

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Name and Relationship to Tenant

---

Address

---

Telephone

- g. Notwithstanding anything to the contrary contained in this Lease, any provision of Section 9 below which falls within the following classification shall be void.
  - i. Confession of Judgment. Prior consent by the Tenant to a judgment in favor of the Owner in a lawsuit brought in connection with the Lease.
  - ii. Seizure of Property for Rent or Other Charges. Authorization to Owner to seize property of the Tenant without the process of law.
  - iii. Exculpatory Clause. Agreement by the Tenant not to hold the Owner or the Owner's agents legally responsible for negligence, intentional tortious acts, or breach of contract.
  - iv. Waiver of Legal Proceedings. Agreement by the Tenant that the Owner may evict the Tenant or hold or sell possessions of the Tenant without the process of law.
  - v. Waiver of Jury Trial or of Appeal. Waiver of the Tenant's right to trial by jury or to appeal a court decision.
  - vi. Tenant Chargeable with Cost of Legal Action. Agreement by Tenant to pay the Owner's lawyer's fees or other costs of suit.
- h. The provisions of this Lease are severable. If any provision of this Lease or the application of any provision is held to be invalid by a court of competent jurisdiction, all other provisions shall remain in full force and effect.
- i. In the case of a conflict between this and any other attached documents or changes (see Section 10 below), except for the MRVP Lease Addendum, the provisions of this Lease shall prevail.



## 9. OTHER LEASE PROVISIONS

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## 10. CHANGES

No changes or additions to this Lease shall be made except by written agreement of the Owner and Tenant, or where written notice is given by the AA, thirty (30) days in advance of the Effective Date, that such changes or additions are required to comply with federal or state statutes, regulations, or other program requirements.

## 11. ENTIRE AGREEMENT

This Lease and any attached documents represents the entire agreement between the Owner and Tenant, and shall be interpreted and implemented in accordance with the laws of the Commonwealth of Massachusetts.

Signed under the Pains and Penalties of Perjury.

### OWNER

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Name of Owner

---

Signature

---

Name of Signatory

---

Title of Signatory

---

Date

### TENANT

---

Name of Tenant

---

Signature

---

Date

## Exhibit 17.1 Termination Letter Template

*To be placed on AA letterhead*

Date

Participant Name  
Participant Address  
City, MA Zip Code

Re: Termination of Rental Subsidy

Dear Participant:

Please be advised that Agency (xx) is terminating your participation in the Massachusetts Rental Voucher Program (MRVP) effective **date**. This means you and your entire household will no longer receive rental assistance and will not be entitled to any of the benefits of MRVP. After **date**, the Agency will no longer make rental subsidy payments.

This action is being taken for the following reason:

Description of reason for termination in plain language

The rules governing the Massachusetts Rental Voucher Program state:  
Specific regulation violated (760 CMR 49.xx(xx))

Your MRVP Voucher, which was signed by you on date, states in Section xxx:  
Specific section of the Voucher violated

If you disagree with the decision to terminate you from the Massachusetts Rental Voucher Program, you are entitled to file a grievance. If you wish to file a grievance, your request must be in writing and should be directed to:

**Specific Person at Agency**  
**Agency Name**  
**Full Address**

**Your request to file a grievance must be received within 15 days from the date of this letter.**  
If you do not avail yourself of this opportunity to file a grievance, you may not be entitled to any further appeals. Requests received after the allotted time will not be considered.

If you file a grievance, you will be offered an opportunity to attend an informal settlement conference. An informal settlement conference allows you to discuss your termination and seek a resolution. If the matter is not resolved or you do not wish to attend an informal settlement conference, a grievance hearing will be held.

You are entitled to examine agency documents directly relevant to your termination. Please contact the above-mentioned person to request copies of relevant documents.

A reasonable accommodation request will be considered when a participant is being terminated from the program as a result of program violations when failure to comply is the result of a disability. If you have a disability and wish to make a request for a reasonable accommodation, please return the enclosed Request for Reasonable Accommodation form to the above-mentioned person at Agency.

If you have any questions in regards to this letter, please feel free to contact me at my direct phone number, (xxx) xxx-xxxx.

Sincerely,

Staff Person's Name

Staff Person's Title

(xxx) xxx-xxxx (phone)

(xxx) xxx-xxxx (fax)

person@administeringagency.org

**Certified and Regular Mail**

Cc: Tenant File, **Name of Person Who Receives Grievances**

Enclosure: Reasonable Accommodation Form

## Exhibit 17.2 Termination Letter Example

July 19, 2016

Joseph Tucker  
123 Massachusetts Boulevard  
Hometown, MA 01234

Re: Termination of Rental Subsidy

Dear Joseph Tucker:

Please be advised that Administering Agency (AA) is terminating your participation in the Massachusetts Rental Voucher Program (MRVP) effective **Wednesday, August 31, 2016**. This means you and your entire household will no longer receive rental assistance and will not be entitled to any of the benefits of MRVP. After **Wednesday, August 31, 2016**, the AA will no longer make rental subsidy payments.

This action is being taken for the following reason:

You failed to provide information requested, specifically a birth certificate or mother's letter and social security card for household member Baby Tucker. This information was requested from you in person on May 27, 2016 and in writing in letters dated June 10 and June 24, 2016. On July 15, 2016, a meeting was scheduled at AA's office to discuss the situation with you, but you failed to attend without providing a reason for your absence.

The rules governing the Massachusetts Rental Voucher Program state:

To be otherwise eligible for the MRVP, an applicant or Participant must not [...] have failed to comply with the terms of an MRVP Voucher, or [...] have failed to provide information reasonably necessary for the administering agency to process the applicant's application or properly administer a participant's voucher. (760 CMR 49.03(2)(h))

Your MRVP Voucher, which was signed by you on April 15, 2014, states in Section 4(a)(ii):

The Participant must at a minimum: Supply any certification, release, information or documentation which the AA or DHCD determines to be necessary in the administration of the program, including use by the AA for a regularly scheduled recertification or interim reexamination of the Participant's household income and household composition in accordance with DHCD requirements.

If you disagree with the decision to terminate you from the Massachusetts Rental Voucher Program, you are entitled to file a grievance. If you wish to file a grievance, your request must be in writing and should be directed to:

**Nancy Warren  
Administering Agency  
89 Housing Lane, Hometown, MA, 01234**

**Your request to file a grievance must be received within 15 days from the date of this letter.**

If you do not avail yourself of this opportunity to file a grievance, you may not be entitled to any further appeals. Requests received after the allotted time will not be considered.

If you file a grievance, you will be offered an opportunity to attend an informal settlement conference. An informal settlement conference allows you to discuss your termination and seek a resolution. If the matter is not resolved or you do not wish to attend an informal settlement conference, a grievance hearing will be held.

You are entitled to examine agency documents directly relevant to your termination. Please contact the above-mentioned person to request copies of relevant documents.

A reasonable accommodation request will be considered when a participant is being terminated from the program as a result of program violations when failure to comply is the result of a disability. If you have a disability and wish to make a request for a reasonable accommodation, please return the enclosed Request for Reasonable Accommodation form to the above-mentioned person at AA.

If you have any questions in regards to this letter, please feel free to contact me at my direct phone number, (272) 555-3423.

Sincerely,

Louis Frothingham  
Housing Representative  
(272) 555-3423 (phone)  
(272) 555-6230 (fax)  
lfrothingham@administeringagency.org

**Certified and Regular Mail**

Cc: Tenant File, **Nancy Warren**

Enclosure: Reasonable Accommodation Form

## Exhibit 17.3 Termination Guide



## MRVP Termination Guide

**Note:** 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 letter.

760 CMR 49.03(2)(h): To be otherwise eligible for the MRVP, an applicant or participant including all household members must not . . . (h) have failed to comply with the terms of the MRVP voucher.

**Note:** Unless otherwise noted, Voucher citations are identical for both Mobile and Project Based Vouchers.

Reason for Termination:

### Voluntary Termination

- ☐ 0 Warning Letter(s)  
☐ Pre-termination Meeting  
☒ Termination Notice  
☐ Able to File Grievance  
30 days Notice

**Regulation Citation: None**

**Voucher Citation: None**

**Notes:** Head of Household initiates through written request and is able to rescind the Voluntary Termination in writing any time before the Effective Date of termination.

Reason for Termination:

### Over-Income

- ☐ 0 Warning Letter(s)  
☐ Pre-termination Meeting  
☒ Termination Notice  
☐ Able to File Grievance  
6 months; 45 days Notice

**Regulation Citation: 760 CMR 49.03(1)(b)**

A participant shall remain eligible for assistance until six months after the first date on which both of the following conditions are met:

1. The participant's net income, as defined in 760 CMR 49.02, exceeds the then-applicable Income Limit; and
2. The tenant's share of the rent is equal to, or greater than, the Contract Rent.

**Voucher Citation: None**

**Notes:** Send initial termination letter when first found over-income, with a reminder 45 days prior to termination date. Cannot file grievance on termination, but may file Tenant Rent Share Grievance within 14 days of determination.

Reason for Termination:

**Failure to Comply with Repayment Agreement**

- ☒   2   Warning Letter(s)
- ☒ Pre-termination Meeting
- ☒ Termination Notice
- ☒ Able to File Grievance

  30 days   Notice

**Regulation Citation: 760 CMR 49.03(2)(a)**

To be otherwise eligible for the MRVP, an applicant or participant including all household members must not: . . . (a) owe back rent, damages, vacancy loss payments, or any other monies to an owner under a subsidized housing program or an administering agency, for which the household has not entered into a repayment agreement, or have failed to stay current with a repayment agreement.

**Voucher Citation: Section 6(b)**

If the Participant has failed to honor a repayment agreement with an AA, the AA may terminate Voucher Payments and/or MRVP participation.

**Notes:** To stop termination, Participant may either become current on payments or pay balance of the repayment agreement. Participant may only file grievance on the failure to comply with repayment agreement, not existence of repayment agreement itself.

Reason for Termination:

**Falsified Application**

- ☐   0   Warning Letter(s)
- ☒ Pre-termination Meeting
- ☒ Termination Notice
- ☒ Able to File Grievance

  30 days   Notice

**Regulation Citation: 760 CMR 49.03(2)(d)**

To be otherwise eligible for the MRVP, an applicant or participant including all household members must not: . . . (d) have misrepresented or falsified any information required to be submitted as part of the application process, or a prior application process within three years, or for determining continued eligibility and the head of household fails to establish that the misrepresentation or falsification was unintentional.

**Voucher Citation: Section 4(b)(v)**

The Participant must not: . . . (v) commit any fraud or knowingly make any false statement in connection with MRVP.

**Notes:** The phrase “prior application process within three years” in the regulations only applies at initial eligibility determination.

Reason for Termination:

### Eviction for Cause

- ☐ 1 Warning Letter(s)
  - ☒ Pre-termination Meeting
  - ☒ Termination Notice
  - ☒ Able to File Grievance
- 30 days Notice

#### Regulation Citation: 760 CMR 49.03(2)(c)

To be otherwise eligible for the MRVP, an applicant or participant including all household members must not: . . . (c) have had a judgment for possession of premises leased from an administering agency or an owner under a subsidized housing program entered against him/her by a court for good cause.

#### Voucher Citation: Section 4(a)(iii) & (b)(xi)

- (a) The Participant must at a minimum: . . . (iii) comply with all terms of the lease.
- (b) The Participant must not: . . . (xi) be evicted by the Owner for cause or breach of the terms of the lease.

**Notes:** The AA shall send a warning letter if an Owner claims in writing that a Participant is violating the Lease, including when the AA receives a copy of a notice to quit. Additional citations may be added based on reason for eviction.

### Failure to Pay Rent

Regulation Citation: None

#### Voucher Citation: Section 4(a)(v) & (b)(vii)

- (a) The Participant must at a minimum: . . . (v) pay Participant's share of the rent to the Owner in accordance with the provisions of the MRVP Lease Addendum and this Voucher.

- (b) The Participant must not: . . . (vii) pay a rental amount other than that amount agreed to and specified in the executed Lease or subsequent amendments.

### Causing Damage to the Unit

#### Regulation Citation: 760 CMR 49.03(2)(n)\*

To be otherwise eligible for the MRVP, an applicant or participant including all household members must not: . . . (n) be proven to have caused intentional damage to the contract unit in an amount exceeding two months of rent during any one year period.

\*Use of this citation will depend on the amount of damage caused and the Contract Rent of the unit.

#### Voucher Citation: Section 4(a)(iv)

The Participant must at a minimum: . . . (iv) take all steps necessary to ensure that the Contract Unit continues to comply with Article II of the State Sanitary Code and any other local health ordinances, and is kept in a decent, safe and sanitary condition.

### Disturbing Neighbors or Criminal Activity

#### Regulation Citation: 760 CMR 49.03(2)(f)

To be otherwise eligible for the MRVP, an applicant or participant including all household members must not: . . . (f) have engaged in criminal activity, which would interfere with or threaten the rights of other tenants, administering agency, or owner employees to be secure in their persons or property or with the rights of other tenants to peaceful enjoyment of their units and the common areas.

#### Voucher Citation: Section 4(b)(x)

The Participant must not: . . . (x) engage in violent criminal activity or other criminal acts which would interfere with the health, safety, security, or peaceful enjoyment of other tenants or have adversely affected the physical environment of the other tenants, including drug related crimes.

Reason for Termination:

### **Criminal Activity**

- ☐   1   Warning Letter(s)
- ☒ Pre-termination Meeting
- ☒ Termination Notice
- ☒ Able to File Grievance

  30 days   Notice

#### **Regulation Citation: 760 CMR 49.03(2)(f)**

To be otherwise eligible for the MRVP, an applicant or participant including all household members must not: . . . (f) have engaged in criminal activity, which would interfere with or threaten the rights of other tenants, administering agency, or owner employees to be secure in their persons or property or with the rights of other tenants to peaceful enjoyment of their units and the common areas.

#### **Voucher Citation: Section 4(b)(x)**

The Participant must not: . . . (x) engage in violent criminal activity or other criminal acts which would interfere with the health, safety, security, or peaceful enjoyment of other tenants or have adversely affected the physical environment of the other tenants, including drug related crimes.

**Notes:** See Chapter 4.3 of the Administrative Plan. The following citation may be added to the termination letter, if appropriate.

#### **Regulation Citation: 760 CMR 49.03(2)(g)**

To be otherwise eligible for the MRVP, an applicant or participant including all household members must not: . . . (g) be subject to a lifetime registration as a sex offender in Massachusetts.

Reason for Termination:

### **Drug Related Activity**

- ☐   1   Warning Letter(s)
- ☒ Pre-termination Meeting
- ☒ Termination Notice
- ☒ Able to File Grievance

  30 days   Notice

#### **Regulation Citation: 760 CMR 49.03(2)(l)**

To be otherwise eligible for the MRVP, an applicant or participant including all household members must not: . . . (l) be a current illegal user of one or more controlled substances as defined in M.G.L. c. 94C, § 1. A person's illegal use of a controlled substance within the preceding 12 months shall create a presumption that such person is a current illegal user of a controlled substance.

#### **Voucher Citation: Section 4(b)(x)**

The Participant must not: . . . (x) engage in violent criminal activity or other criminal acts which would interfere with the health, safety, security, or peaceful enjoyment of other tenants or have adversely affected the physical environment of the other tenants, including drug related crimes.

**Notes:** The following citation may be added to the termination letter, if appropriate.

#### **Regulation Citation: 760 CMR 49.03(2)(m)**

To be otherwise eligible for the MRVP, an applicant or participant including all household members must not: . . . (m) have even been convicted of drug-related criminal activity for the manufacture or production of methamphetamine.

Reason for Termination:

### **Failure to Comply with MRVP Voucher**

- ☐ 1 Warning Letter(s)
  - ☒ Pre-termination Meeting
  - ☒ Termination Notice
  - ☒ Able to File Grievance
- 30 days Notice

### **Regulation Citation: 760 CMR 49.03(2)(h)**

To be otherwise eligible for the MRVP, an applicant or participant including all household members must not: . . . (h) have failed to comply with the terms of an MRVP voucher.

### **Voucher Citation: Section 6(a)**

If the Participant violates any of the obligations of the Participant listed in Section 4, above, including violating any terms of the lease, the AA may terminate the Voucher Payments which are being made on behalf of the Participant, and terminate the Participant's participation in MRVP.

**Notes:** In addition to the citations listed, the AA shall include an additional citation based on the specific Voucher violation.

### **Improperly Terminating the Lease**

#### **Section 4(a)(vi), 4(a)(vii), & 4(b)(vii)**

- (a) The Participant must at a minimum: . . .
- (vi) receive approval from the AA prior to terminating the lease for cause.
- (vii) . . . Give the Owner and the AA written notice at least one full calendar month prior to terminating the Lease for cause.
- (b) The Participant must not: . . . (viii) terminate the Lease prior to the Lease expiration date without cause or mutual consent.

### **Subletting or Assigning the Unit**

#### **Section 4(b)(ix)**

The Participant must not: . . . (ix) sublease, assign, or transfer the Contract Unit at any time Voucher Payments are being made for the Contract Unit.

### **Duplicative Assistance**

#### **Section 4(b)(vi)**

The Participant must not: . . . (vi) receive duplicative assistance under the MRVP and/or any other rental assistance program.

### **Financial Interest in Unit**

#### **Section 4(b)(ii)**

The Participant must not: . . . (ii) own or have any financial interest in the Contract Unit occupied under MRVP.

Reason for Termination:

**Abusive Behavior towards AA Staff**

- ☐   1   Warning Letter(s)
- ☒ Pre-termination Meeting
- ☒ Termination Notice
- ☒ Able to File Grievance

  30 days   Notice

**Regulation Citation: 760 CMR 49.03(2)(i)**

To be otherwise eligible for the MRVP, an applicant or participant including all household members must not: . . . (i) have directed abusive or threatening behavior which was unreasonable and unwarranted toward an administering agency employee.

**Voucher Citation: Section 4(b)(i)**

The Participant must not: . . . (i) threaten or engage in any abusive behavior towards any AA employee.

**Notes:** Depending on the extent of the behavior, notice requirements above may be waived. AA employees should never be placed in dangerous or threatening situations. Violence against AA employees shall not be tolerated.

Reason for Termination:

**Failure to Provide Information**

- ☒   2   Warning Letter(s)
- ☒ Pre-termination Meeting
- ☒ Termination Notice
- ☒ Able to File Grievance

  30 days   Notice

**Regulation Citation: 760 CMR 49.03(2)(j)**

To be otherwise eligible for the MRVP, an applicant or participant including all household members must not: . . . (j) have failed to provide information reasonably necessary for the administering agency to process the applicant's application or property administer a participant's voucher.

**Voucher Citation: 4(a)(ii)**

The Participant must at a minimum: . . . (ii) supply any certification, release, information or documentation which the AA or DHCD determines to be necessary in the administration of the program, including use by the AA for a regularly scheduled recertification or interim reexamination of the Participant's Household income and composition in accordance with MRVP regulations.

**Notes:** A Household's failure to recertify is included under failure to provide information.

Reason for Termination:

**Unit is Not Sole Residence**

- ☐   1   Warning Letter(s)  
☒ Pre-termination Meeting  
☒ Termination Notice  
☒ Able to File Grievance  
  30 Days   Notice

**Regulation Citation: 760 CMR 49.03(2)(k)**

To be otherwise eligible for the MRVP, an applicant or participant including all household members must not: . . . (k) intend to live somewhere other than a contract unit as his/her sole residence.

**Voucher Citation: Section 4(a)(ix)**

The Participant must at a minimum: . . . (ix) use the Contract Unit solely for residence by the Participant's Household, and as the Participant's sole residence.

**Notes:**           None.

Reason for Termination:

**Vacating/Abandoning Unit**

- ☐   1   Warning Letter(s)  
☐ Pre-termination Meeting  
☒ Termination Notice  
☒ Able to File Grievance  
  End of month vacated   Notice

**Regulation Citation: 760 CMR 49.03(2)(k)**

To be otherwise eligible for the MRVP, an applicant or participant including all household members must not: . . . (k) intend to live somewhere other than a contract unit as his/her sole residence.

**Voucher Citation: Section 4(b)(iii)**

The Participant must not: . . . (iii) be absent from the Contract Unit, with all other household members, for more than 30 days consecutively or collectively (in any 12 month period) or the Contract Unit will be considered abandoned.

**Notes:**           The regulation citation may not be appropriate for all circumstances and should only be used if the Household has established another household elsewhere. If the Household has, for example, left on an extended vacation but plans to return to the unit, the regulation citation does not apply.

Reason for Termination:

### Intentional Damage to Unit

- ☐ 1 Warning Letter(s)
  - ☒ Pre-termination Meeting
  - ☒ Termination Notice
  - ☒ Able to File Grievance
- 30 days Notice

#### Regulation Citation: 760 CMR 49.03(2)(n)

To be otherwise eligible for the MRVP, an applicant or participant including all household members must not: . . . (n) be proven to have caused intentional damage to the contract unit in an amount exceeding two months of rent during any one year period.

#### Voucher Citation: Section 4(a)(iv)

The Participant must at a minimum: . . . (iv) take all steps necessary to insure that the Contract Unit continues to comply with Article II of the State Sanitary Code and any other local health ordinances, and is kept in a decent, safe and sanitary condition.

**Notes:** Damage must be equal to or greater than the amount of two months of the Contract Rent.

Reason for Termination:

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

- ☐ 1 Warning Letter(s)
  - ☒ Pre-termination Meeting
  - ☒ Termination Notice
  - ☒ Able to File Grievance
- 30 days Notice

#### Regulation Citation: 760 CMR 49.05(7)(b)(6)

A participant's failure to report either an increase in household income or a change in household size or composition shall be grounds for termination of the participant from the program if such increase or change, if reported, would have resulted in a decreased voucher payment.

#### Voucher Citation: Section 4(a)(i)

The Participant must at a minimum: . . . (i) report changes in the Household income and/or Household composition to the AA within 30 days of the change. An addition of a Household member, other than through birth, adoption, or court ordered custody, must have prior approval of the AA.

**Notes:** Termination under this category also includes unapproved Household members and/or Guests who stay in the unit for more than 30 days in any 12 month period and/or unreported income found via Wage Match.



Reason for Termination:

**Death of Only Household Member**

- ☐ 1 Warning Letter(s)  
☐ Pre-termination Meeting  
☒ Termination Notice  
☐ Able to File Grievance  
End of month deceased Notice

**Regulation Citation: None.**

**Voucher Citation: None.**

**Notes:** Termination letter shall be addressed to:  
The Estate of [Name of Head of Household].

Reason for Termination:

**Refusing an Offer of Housing  
(Project Based Only)**

- ☐ 1 Warning Letter(s)  
☐ Pre-termination Meeting  
☒ Termination Notice  
☒ Able to File Grievance  
30 days Notice

**Regulation Citation: 760 CMR 49.06(5)**

If a participant residing in a project based unit is no longer residing in an appropriate sized unit due to a decrease in household size, the participant must accept the administering agency's offer of housing assistance, made in accordance with administrative guidance. If the participant refuses the administering agency's offer of housing assistance, the participant's participation in MRVP shall be terminated.

**Voucher Citation: Section 7(b)**

If the Participant's Household size changes such that the Contract Unit is no longer appropriately sized for the Household, the Participant must move to the next available state-aided housing that the Administering Agency offers. If the Participant refuses the Administering Agency's offer of housing, the Participant shall be terminated from MRVP.

**Notes:** A Mobile Voucher that expires shall be considered refusing an offer of housing.

Reason for Termination:

**Voucher Expiration  
(Mobile Only)**

- ☐   1   Warning Letter(s)  
☐ Pre-termination Meeting  
☒ Termination Notice  
☐ Able to File Grievance  
 120 days; 30 days  Notice

**Regulation Citation: 760 CMR 49.07(5)**

If the participant does not locate a suitable unit within the voucher search period, the voucher will expire, and the participant shall not be entitled to further benefits.

**Voucher Citation:     Voucher Expiration Date**

**Notes:**           The AA shall send the Participant written notice 30 days prior to Voucher expiration.

Reason for Termination:

**Voucher Expiration/No Longer Residing in Unit  
(Project Based Only)**

- ☐   1   Warning Letter(s)  
☐ Pre-termination Meeting  
☒ Termination Notice  
☐ Able to File Grievance  
  No   Notice

**Regulation Citation: 760 CMR 49.06(4)**

. . . When a participant chooses or is required to move, the voucher will terminate and the participant shall not be entitled to any MRVP benefits.

**Voucher Citation:     Section 7(a)**

The Project Based Voucher is only valid for as long as the Participant remains an eligible program Participant and is the legal occupant of the above-referenced unit.

**Notes:**           If possible, the AA may give notice and/or send a warning letter.

## **Exhibit 18.1 Request to Convert Project Based Voucher(s) to Mobile**

## Request to Convert Project Based Voucher(s) to Mobile

### Agency Information

Date: \_\_\_\_\_  
 Agency: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

### Project Information

Project Name: \_\_\_\_\_  
 Owner: \_\_\_\_\_  
 Owner Phone: \_\_\_\_\_  
 Owner Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Owner Email: \_\_\_\_\_

### Unit Information

Address of Unit(s): \_\_\_\_\_  
 \_\_\_\_\_  
 Number of Units: \_\_\_\_\_  
Reason for Conversion:  
☐ Owner Opt Out ☐ Units Removed from Contract in Past  
☐ Conversion to RAD or similar ☐ List loan type, if known Loan Paid  
☐ Contract Terminated by Agency\* ☐ Other: \_\_\_\_\_  
 \*Reason for Contract Termination: \_\_\_\_\_  
 Will current tenant(s) need to be issued MRVP mobile vouchers and relocate? ☐ Yes ☐ No

### Voucher Payment Contract Information

Original Date of Contract (If Unavailable, Estimate): \_\_\_\_\_  
 Expiration Date of Current Contract: \_\_\_\_\_

### For DHCD Use Only

40T: \_\_\_\_\_  
 PBV: \_\_\_\_\_ Current #: \_\_\_\_\_ Updated #: \_\_\_\_\_  
 Mobile: \_\_\_\_\_ Current #: \_\_\_\_\_ Updated #: \_\_\_\_\_

### Issuance Information

Mobile Voucher(s) to be Issued: \_\_\_\_\_  
 Mobile Vouchers are to be issued to Applicants on waiting list following procedures outline in 760 CMR 49.00 and shall be issued:  
☐ as soon as possible or  
☐ upon attrition (reduction in number of project based unit when current tenant's leave). If Mobile Vouchers are to be issued upon attrition, **you must alert DHCD when each mobile voucher is issued.** Contract numbers will change upon Voucher attrition.  
 Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_ Date: \_\_\_\_\_

Return completed form to Cecilia Woodworth, MRVP Specialist, at [cecilia.woodworth@state.ma.us](mailto:cecilia.woodworth@state.ma.us).



## Exhibit 18.2 Fair Information Act Statement of Rights

## Fair Information Act Statement of Rights

Administering Agencies (AA) collect information about Applicants and Participants for their housing programs as required by law in order to determine eligibility, amount of rent, and correct apartment size. The information collected is used to manage the housing programs, to protect the public's financial interest, and to verify the accuracy of information submitted. Where permitted by law, it may be released to government agencies, other housing agencies, and to civil or criminal investigators and prosecutors. Otherwise, the information will be kept confidential and only used by AA staff in the course of their duties.

The Fair Information Practices Act established requirements governing AAs' use and disclosure of the information it collects. Applicants and Participants may give or withhold their permission when requested by the AA to provide information. However, failure to permit the AA to obtain the required information may result in delay, ineligibility for programs, or termination of housing subsidy. The provision of false or incomplete information is a criminal offense punishable by fines and/or imprisonment.

As an Applicant or Participant, you have the following rights in regards to the information collected about you.

1. No information may be used for any purpose other than those described above without your consent.
2. No information may be disclosed to any person other than those described above without your consent. If we receive a legal order to release the information, we will notify you.
3. You or your authorized representative have a right to inspect and copy any information collected about you.
4. You may ask questions and receive answers from the AA about how we collect and use your information.
5. You may object to the collection, maintenance, dissemination, use, accuracy, completeness, or type of information we hold about you. If you object, we will investigate your objection and will either correct the problem or make your objection part of the file. If you are dissatisfied, you may appeal to the Executive Director who will notify you in writing of the decision and of your right to appeal to the Department of Housing and Community Development.

I have read and understand this Fair Information Practices Statement of Rights and have received a copy for future reference. This form must be signed, dated, and mailed with your application to each AA where you apply for housing.

Signature\_\_\_\_\_ Date\_\_\_\_\_

**Exhibit 18.3 Notice to MRVP Applicants and Participants Regarding Violence Against Women Act (VAWA)**

## **Notice to MRVP Applicants and Participants Regarding Violence Against Women Act (VAWA)**

This sample notice was adapted from a notice prepared by the National Housing Law Project.

A federal law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, sexual assault, and stalking. The name of the law is the Violence against Women Act, or “VAWA.” This notice explains your rights under VAWA.

### **Protections for Victims**

If you are eligible for a Massachusetts Rental Voucher Program (MRVP) voucher, the AA cannot deny you rental assistance solely because you are a victim of domestic violence, dating violence, sexual assault, or stalking.

If you are the victim of domestic violence, dating violence, sexual assault, or stalking, you cannot be terminated from the MRVP or evicted based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a member of your household or a guest can't be the reason for evicting you or terminating your rental assistance if you were the victim of the abuse.

### **Reasons You Can Be Evicted**

You can be evicted and your rental assistance can be terminated if the AA or your landlord can show there is an actual and imminent (immediate) threat to other tenants or employees at the property if you remain in your housing. Also, you can be evicted and your rental assistance can be terminated for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking committed against you. The AA and your landlord cannot hold you to a more demanding set of rules than it applies to tenants who are not victims.

### **Removing the Abuser from the Household**

Your landlord may split the lease to evict a tenant who has committed criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, while allowing the victim and other household members to stay in the assisted unit. Also, the AA can terminate the abuser's MRVP rental assistance while allowing you to continue to receive assistance. If the landlord or AA chooses to remove the abuser, it may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, your landlord must follow federal, state, and local eviction procedures.



## **Moving to Protect Your Safety**

The AA may permit you to move and still keep your rental assistance, even if your current lease has not yet expired. The AA may require that you be current on your rent or other obligations in MRVP. The AA may ask you to provide proof that you are moving because of incidences of abuse.

## **Proving That You Are a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

The AA and your landlord can ask you to prove or “certify” that you are a victim of domestic violence, dating violence, sexual assault, or stalking. The AA or your landlord must give you at least 14 business days (i.e., Saturdays, Sundays, and holidays do not count) to provide this proof. The AA and your landlord are free to extend the deadline. There are three ways you can prove that you are a victim:

- Complete the certification form given to you by the AA or your landlord. The form will ask for your name, the name of your abuser, the abuser’s relationship to you, the date, time, and location of the incident of violence, and a description of the violence.
- Provide a statement from a victim service provider, attorney, or medical professional who has helped you address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing “under penalty of perjury.”
- Provide a police or court record, such as a protective order.

If you fail to provide one of these documents within the required time, the landlord may evict you, and the AA may terminate your rental assistance.

## **Confidentiality**

The AA and your landlord must keep confidential any information you provide about the violence against you, unless:

- You give written permission to the AA or your landlord to release the information.
- Your landlord needs to use the information in an eviction proceeding, such as to evict your abuser.
- A law requires the AA or your landlord to release the information.

If release of the information would put your safety at risk, you should inform the AA and your landlord.

### **VAWA and Other Laws**

VAWA does not limit the AA's or your landlord's duty to honor court orders about access to or control of the property... this includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

### **For Additional Information**

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

### **Definitions**

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines domestic violence to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse of the victim;
- A person with whom the victim shares a child in common;
- A person who is cohabitating with or has cohabitated with the victim as a spouse;
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies; or
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

VAWA defines dating violence as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship;
- The type of relationship;
- The frequency of interaction between the persons involved in the relationship.

VAWA defines sexual assault as any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent (42 U.S.C. 13925(a)).

VAWA defines stalking as (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person OR (ii) to place under surveillance with the

intent to kill, injure, harass, or intimidate another person AND (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person, or (iii) the spouse or intimate partner of that person.

**Exhibit 18.4    Certification of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Form**

## Certification of Domestic Violence, Dating Violence, Sexual Assault, and Stalking Form

**Purpose of Form:** The Violence Against Women Reauthorization Act of 2013 (“VAWA”) protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them.

**Use of Form:** This is an optional form. A housing agency, owner, or manager presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking (herein referred to as “Victim”) has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. The Victim has the option of either submitting this form or submitting third-party documentation, such as:

1. A record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency; or
2. Documentation signed by the Victim and signed by an employee, agent or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional from whom the Victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) that he or she believes that the incident of domestic violence, dating violence, sexual assault, or stalking is grounds for protection under 24 Code of Federal Regulations (CFR) § 5.2005 or 24 CFR § 5.2009.

If this form is used by the Victim, the Victim must complete and submit it within 14 business days of receiving it from the housing agency, owner, or manager. This form must be returned to the person and address specified in the written request for the certification. If the Victim does not complete and return this form (or provide third-party verification) by the 14th business day or by an extension of the date provided by the housing agency, manager, or owner, the Victim cannot be assured s/he will receive VAWA protections.

If the Victim submits this form or third-party documentation as listed above, the housing agency, owner, or manager cannot require any additional evidence from the Victim.

**Confidentiality:** All information provided to a housing agency, owner or manager concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking relating to the Victim (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) shall be kept confidential by the housing agency, owner, or manager, and such information shall not be entered into any shared database. Employees of the housing agency, owner, or manager are not to have access to these details unless to afford or reject VAWA protections to the Victim; and may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) requested or consented to by the Victim in writing; (ii) required for use in an eviction proceeding; or (iii) otherwise required by applicable law.

---

### To be completed by the Victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Victim

Date Written Request Received by Victim: \_\_\_\_\_

Name of Victim: \_\_\_\_\_

Name of Other Families Members Listed on Lease: \_\_\_\_\_

Name of Perpetrator\*: \_\_\_\_\_

\*Note: The Victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim.

Date(s) the Incident(s) of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Occurred:

\_\_\_\_\_

Location of Incident(s): \_\_\_\_\_

Description of Incident(s)

This description may be used by the housing agency, owner, or manager for purposes of evicting the perpetrator. Please be as descriptive as possible. Please attach additional sheets of paper as necessary.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence, sexual assault or stalking. I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction.

Signature: \_\_\_\_\_ Executed on (Date): \_\_\_\_\_

**Exhibit 18.5 Notice to MRVP Owners and Property Managers Regarding the Violence Against Women Act (VAWA)**

## **Notice to MRVP Owners and Managers Regarding the Violence Against Women Act (VAWA)**

This sample notice was adapted from a notice prepared by the National Housing Law Project.

A federal law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, sexual assault, and stalking. The name of the law is the Violence against Women Act, or “VAWA.” This notice explains your obligations under VAWA.

### **Protections for Victims**

You cannot refuse to rent to an applicant solely because he or she is a victim of domestic violence, dating violence, sexual assault, or stalking.

You cannot evict a tenant who is the victim of domestic violence, dating violence, sexual assault, or stalking based on acts or threats of violence committed against the victim. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking that are caused by a household member or guest cannot be cause for evicting the victim of the abuse.

### **Permissible Evictions**

You can evict a victim of domestic violence, dating violence, sexual assault, or stalking if you can demonstrate that there is an actual and imminent (immediate) threat to other tenants or employees at the property if the victim is not evicted. Also, you may evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking. You cannot hold a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than you hold tenants who are not victims.

### **Removing the Abuser from the Household**

You may bifurcate (split) the lease to evict a tenant who has committed criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, you must follow federal, state, and local eviction procedures.

### **Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

If a tenant asserts VAWA's protections, you can ask the tenant to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You are not required to demand official documentation and may rely upon the victim's statement alone. If you choose to request certification, you must do so in writing and give the tenant at least 14 business days



to provide documentation. You are free to extend this deadline. A tenant can certify that he or she is a victim by providing any one of the following three documents:

- A completed, signed HUD-approved certification form. The most recent form is HUD-50066. This form is available through the agency administering your Voucher Payment Contract (housing authority or regional administering agency) or online at <http://www.hud.gov/offices/adm/hudclips/>.
- A statement from a victim service provider, attorney, or medical professional who has helped the victim address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both the victim and the professional must sign the statement under penalty of perjury.
- A police or court record, such as a protective order.

If the tenant fails to provide one of these documents within 14 business days, you may evict the tenant if authorized by otherwise applicable law and lease provisions.

### **Confidentiality**

You must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. You cannot enter the information into a shared database or reveal it to outside entities unless:

- The tenant provides written permission releasing the information.
- The information is required for use in an eviction proceeding, such as to evict the abuser.
- Release of the information is otherwise required by law.

The victim should inform you if the release of the information would put his or her safety at risk.

### **VAWA and Other Laws**

VAWA does not limit your obligation to honor court orders regarding access to or control of the property. This includes orders issued to protect the victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

## **Additional Information**

HUD Notice PIH 2006-42 contains detailed information regarding VAWA's certification requirements. The notice is available at <http://www.hud.gov/offices/adm/hudclips/>.

For a discussion of VAWA's housing provisions, see the preamble to the final VAWA rule, which is available at <http://www.gpo.gov/fdsys/pkg/FR-2010-10-27/pdf/2010-26914.pdf>.

## **Definitions**

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines domestic violence to include felony or misdemeanor crimes of violence committed by any of the following:

- A current or former spouse of the victim;
- A person with whom the victim shares a child in common;
- A person who is cohabitating with or has cohabitated with the victim as a spouse;
- A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies; or
- Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

VAWA defines dating violence as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship;
- The type of relationship; or
- The frequency of interaction between the persons involved in the relationship.

VAWA defines sexual assault as any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent (42 U.S.C. 13925(a)).

VAWA defines stalking as (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person OR (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person AND (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person, or (iii) the spouse or intimate partner of that person.

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