760 CMR 6.00: OCCUPANCY STANDARDS AND TENANT PARTICIPATION FOR STATE-AIDED HOUSING

Section

6.01: Appendices
6.02: Applicability
6.03: Definitions
6.04: Rent Determination
6.05: Determination of Gross Household Income and Net Household Income
6.06: Lease Requirements
6.07: Pet Ownership in Elderly/Handicapped Housing
6.08: Grievance Procedures
6.09: LTO and Resident Participation
6.10: Waiver Provision

6.01: Appendices

Appendices to 760 CMR 6.00 are located on the Department of Housing and Community Development website at www.mass.gov/dhcd.

6.02: Applicability

(1) 760 CMR 6.00 applies to all persons residing in state-aided public housing, known as c. 200 family housing, c. 667 elderly/handicapped housing and c. 705 family housing, except as otherwise provided and further provided that persons residing in housing units receiving federal Section 8 subsidy shall have their rents determined in accordance with applicable federal Section 8 regulations. 760 CMR 6.00 also applies to those persons residing in state-aided public housing, known as c. 689 special needs housing, provided that the housing is under the direct management of an LHA and residents have individual leases with the LHA. 760 CMR 6.07 applies only to residents in c. 667 elderly/handicapped housing.

(2) 760 CMR 6.05 and 6.08 apply to participants in the Alternative Housing Voucher Program (AHVP). *See* 760 CMR 53.00: *Alternative Housing Voucher Program*. 760 CMR 6.08 applies to participants in the Massachusetts Rental Voucher Program (MRVP). *See* 760 CMR 49.00: *Massachusetts Rental Voucher Program*.

6.03: Definitions

Definitions set out in 760 CMR 5.00: *Eligibility and Selection Criteria* shall apply in 760 CMR 6.00. The following definitions shall also apply:

Development. A housing project providing c. 200 family housing, c. 705 family housing or c. 667 elderly/handicapped housing.

Full-time student. A household member between 18 and 25 years of age, who is the dependent of another household member and who is enrolled in and attending an accredited educational or vocational institution and is carrying a course load that is considered full-time for day 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, or a diploma from an accredited educational institution or a certificate from an accredited vocational program (excluding apprenticeship programs). In no event shall full-time student status last longer than the length of time normally required for day students to complete the required course of study.

Grievance.

(a) An allegation by a tenant that an LHA or an LHA employee has acted or failed to act in accordance with the tenant's lease or any statute, regulation, or rule regarding the conditions of tenancy 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;

6.03: continued

(b) An allegation by a program participant that an LHA or an LHA 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

(c) An appeal by a data subject pursuant to 760 CMR 8.00: *Privacy and Confidentiality*.

(d) The meaning of a statute, regulation, or rule shall not be the subject of a grievance. A dispute between a tenant and another tenant or household member, in which the LHA is not involved, shall not be the subject of a grievance. A grievance shall not be filed by a tenant on behalf of another tenant or any household member of another tenant.

Grievant. Any tenant or program participant who files a written grievance with an LHA in accordance with the LHA's grievance procedure. A grievant shall also include any person about whom the LHA holds data (data subject) who pursues an appeal pursuant to 760 CMR 8.00: *Privacy and Confidentiality*.

Guest. A person present in a unit or common area of a development at the invitation, expressed or implied, of a tenant or a member of a tenant household.

Hearing Officer. An impartial person who conducts hearings 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 law.

Household. One or more persons who have been determined by the LHA to be collectively eligible for state-aided housing and who are listed on the current lease for an LHA unit executed by an LHA authorizing the person(s) to reside in the unit. Persons listed on an application to an LHA to be determined collectively eligible to reside in an LHA unit as a household may also be referred to as a household where the context so requires.

Household Member. A person who is a member of a household which has been authorized by the LHA in a lease or lease addendum to reside in an LHA unit. The tenant, as defined in 760 CMR 6.03, is a household member.

Local Tenant Organization (LTO). An association of tenants and other residents which has been officially recognized by an LHA to represent tenants and other residents residing in some or all of the LHA's state-aided public housing units. An LTO may also represent a mix of tenants and other residents in state-aided and federally subsidized public housing.

Notice of Termination. Notice from an LHA to a tenant that the tenant's lease is to be terminated. A notice of termination may include a notice to quit. A notice of termination or accompanying document shall advise the tenant whether tenant has a right to a grievance hearing and, if so, the time for requesting a grievance hearing. It shall advise tenant of the right to be represented at a grievance hearing and of the right to inspect relevant documents prior to the hearing. It shall advise tenant that, if tenant remains in the unit past the specified lease termination date, eviction would be pursued through court action in which tenant would have a right to present in person or by a lawyer any legal defenses which tenant might have. It shall specify the name and address of a local legal services agency (if any). It should advise the tenant of the opportunity (if available) to request to meet with the LHA to discuss the reasons for termination and whether termination could be avoided.

Overhoused. A tenant household which the LHA has determined, based upon the composition of the household, to be occupying a unit consisting of more bedrooms than is appropriate for the household size pursuant to 760 CMR 5.03: *Definitions* unless such occupancy is authorized by law.

Personal Care Attendant (PCA). A person who resides with a household member with a disability and who:

6.03: continued

(a) provides necessary assistance in activities of daily living to such household member insofar as he or she requires such assistance on account of his or her disability;
(b) is not obligated for support of the household member;
(c) is paid for the fair value of such assistance; and
(d) would not be residing in the unit except to provide such necessary assistance to the household member.

Pet. A domesticated animal of a species that is commonly kept as a household pet in the community. A cat, dog, gerbil, or hamster is an example of a domesticated animal which is commonly kept as a household pet. A monkey or snake is an example of an animal which is not commonly kept as a household pet in the community. A service animal which is specially trained to assist an individual with a disability in specific activities of daily living (for example, a dog guiding individuals with impaired vision or alerting individuals with impaired hearing) is not considered a pet for which permission to keep is required when it is kept in a safe and sanitary manner by an individual with a disability to whom the animal gives necessary assistance in activities of daily living; a service animal shall be considered a pet in computing the number of pets kept. Caged birds, which are not unreasonably noisy, or fish in tanks are not considered pets for which permission to keep is required.

Pet Committee. A local committee established in accordance with St. 1989, c. 151 in the manner prescribed in the Pet Guidelines.

Pet Grievance Panel. Two or more persons appointed by the LHA to resolve disputes arising in elderly/handicapped state-aided housing involving pets in cases where the disputes have not been resolved by the pet committee; the procedure of dispute resolution shall be specified in the pet guidelines.

Pet Guidelines. Guidelines issued by the Department for pet ownership in elderly/handicapped state-aided public housing. These guidelines may be revised periodically by the Department after consultation with the Massachusetts Society for the Prevention of Cruelty to Animals and with the Massachusetts Chapter of the National Association of Housing and Redevelopment Officials.

Pet Rider. A part of the lease for a unit of elderly/handicapped state-aided housing giving approval to the tenant for pet ownership and setting out or incorporating the terms and conditions for pet ownership.

Program Participant. A Voucher Holder, as defined in 760 CMR 49.00: *Massachusetts Rental Voucher Program* or 760 CMR 53.00: *Alternative Housing Voucher Program*, who has become a Participant, as therein defined, in the MRVP or AHVP.

Resident. A tenant or another adult person authorized by an LHA in a lease or lease addendum to reside in a state-aided or federally subsidized public housing unit operated by or on behalf of an LHA.

Resident Advisory Board. A group of residents formed for the purpose of advising the LHA on its Annual Plan and any other matters of concern to all of its residents, including a Resident Advisory Board established pursuant to federal regulations at 24 CFR 903.13.

Resident Association. Any organized group of LHA tenants and other residents that has not been officially recognized as an LTO by the LHA, does not have the rights and obligations of an LTO under this regulation, but may still serve a useful function in providing an opportunity for residents to work together on matters that affect their interests.

Tenant. One or more persons, who is an adult or emancipated minor, who sign(s) a lease for an LHA unit and who is (are) responsible for payment of rent and satisfaction of lease provisions and responsible for the conduct of other household members and for the conduct of guests.

6.03: continued

Total Disability Veterans Compensation. Amounts received from the United States Government by unemployable disabled veterans on account of such disability which occurred in connection with military service. For the purpose of Total Disability Veterans Compensation, "veteran" means a person who is a veteran as defined in M.G.L. c. 4, § 7(43).

Umbrella Tenant Organization. A group of tenants or other residents consisting of representatives from two or more LTOs that have been authorized by the LTOs to assume some or all of the LTOs' rights and duties under 760 CMR 6.09.

Utilities. Any or all of the following: electricity and any other fuels for heat, hot water, and cooking.

6.04: Rent Determination

(1) Amount of Rent.

(a) Monthly rent shall be charged tenants of elderly/handicapped housing in the following manner:

1. Where the tenant does not pay for utilities, rent shall be 30% of monthly net household income as determined pursuant to 760 CMR 6.05.
2. Where the tenant pays for some or all utilities, rent shall be 25% of monthly net household income as determined pursuant to 760 CMR 6.05.

(b) Monthly rent shall be charged tenants of family housing in the following manner:

1. Where the tenant does not pay for utilities, rent shall be 32% of monthly net household income as determined pursuant to 760 CMR 6.05.
2. Where the tenant pays for one or more utilities, but not all, rent shall be 30% of monthly net household income as determined pursuant to 760 CMR 6.05.
3. Where the tenant pays for all utilities, rent shall be 27% of monthly net household income as determined pursuant to 760 CMR 6.05.

(c) In the event the tenant household has been determined to be overhoused and the tenant has failed or refused to transfer to a unit of appropriate unit size offered by the LHA, following any such failure or refusal to transfer, the tenant's monthly rent shall be 150% of the rent which would otherwise have been charged to tenant.

(d) An LHA may round the amount of monthly rent to the nearest whole dollar notwithstanding the fact that rounding upward will cause rent to slightly exceed the applicable percentages set out in 760 CMR 6.04(1)(a), (b) and (c).

(e) Each tenant household shall pay a minimum rent of $5.00 per household, provided that an LHA shall grant an exemption from application of the minimum monthly rent to any tenant unable to pay such amount because of severe financial hardship, which shall include situations in which:

1. the family is awaiting an eligibility determination for an application for any federal, state, or local assistance program;
2. the tenant would be evicted as a result of the imposition of the minimum rent requirements;
3. the income of the tenant has decreased because of changed circumstances, including involuntary loss of employment, the occurrence of a death in the household, and such other severe financial hardship situations as may be determined by the LHA.

LHAs shall notify tenants of their right to seek an exemption. The exemption shall not apply to hardships of a temporary nature lasting 90 days or less. If a tenant requests a hardship exemption and the LHA reasonably determines the hardship to be of a temporary nature, an exemption shall not apply to the 90 day period beginning upon the day in which the request for exemption is made to the LHA; provided that a tenant may not be evicted during such 90 day period for nonpayment of rent. In such a case, if the tenant thereafter demonstrates that the financial hardship is of a long-term nature, the LHA shall retroactively exempt the tenant from the applicability of the minimum rent requirements for such 90 day period. If a retroactive exemption does not apply, the tenant shall make payment of the minimum rent within 15 days of the end of the 90 day period. Late fees shall not apply to minimum rent charged by the LHA while the tenant is seeking an exemption.

6.04: continued

(2) Rent Payment.

(a) Tenant shall pay rent monthly in advance on or before the first day of each month. Rent for any fraction of a month of occupancy at the beginning or end of the term shall be charged on a *pro rata* basis. The monthly rent shall remain in effect until a new monthly rent shall have been re-determined by the LHA in accordance with 760 CMR 6.04(4) or (5).

(b) During the term while a lease is in effect the LHA shall accept as rent all payments which the tenant shall have designated as rent. The acceptance of such rental payments by the LHA shall not constitute a waiver of payment for other amounts due or of any other past, present, or future obligation under the tenant's lease. Following termination of the lease, if tenant fails to vacate, tenant shall pay monthly, in advance, the fair value of use and

6.04: continued

occupancy of the unit as determined by the LHA, but not less than the rent in effect at the time of termination, provided that if the termination is contested in court, no amount higher than such rent shall be charged unless and until the termination is upheld or approved by the court. Payment for such use and occupancy, however designated, shall not create a new tenancy.

(3) Failure to Pay Rent.

(a) In the event that a tenant shall fail to pay all or any part of the rent within seven days of its due date, the LHA may declare the unpaid rent delinquent and issue a notice of termination of lease. Prior to issuing such a notice, except where the tenant is habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six months, the LHA shall provide the tenant with an opportunity to discuss the reason for the late payment.

(b) In the event that tenant shall fail to pay all or any part of the rent within 30 days of its due date, the LHA shall impose a fee in the amount of $25 for failure to pay rent when due. The LHA may also charge tenant interest in accordance with applicable law and with the terms of tenant's lease. If tenant shall have shown good cause for late payment to the LHA, the LHA in its discretion may waive the interest or fee for late payment. If the LHA and tenant shall have entered a repayment agreement the LHA may waive the interest or fee for late payment of the rent which is the subject of the repayment agreement. By charging interest or the fee for late payment of rent, the LHA shall not have condoned tenant's breach of tenant's obligation to pay rent when due, and the LHA shall not thereby waive any rights to issue a notice of termination of the lease, to bring eviction proceedings against tenant and to collect arrearages, constable fees and costs on account of the tenant's failure to pay rent when due.

(c) In the event that a tenant's failure to pay rent due results in a monetary judgment and execution for the LHA the LHA may seek to intercept funds which are otherwise payable by the Commonwealth to tenant on or after January 1, 2005, through the Comptroller's Set-off Debt Collection Program or successor program in the manner provided by the program and as may be specified in guidelines issued by the Department.

(4) Annual Re-determination.

(a) The Re-determination Date. The LHA shall re-determine each tenant's monthly rent once annually to be effective on a specific re-determination date which shall be the first day of a month. This re-determination date should be the same each year unless the LHA gives the tenant reasonable advance notice of a different date no more than a year subsequent to the most recent notice of rent as determined by the LHA.

(b) The Notice of Re-determination. At least 60 days prior to the re-determination date, the LHA shall send the tenant written notice that rent shall be re-determined effective on the re-determination date and in this notice of re-determination shall request pertinent information as to the household's income, employment, continued eligibility, and composition.

(c) Response by the Tenant. Within 30 days following the date of the notice of re-determination, the tenant shall provide, under pains and penalties of perjury, sufficient complete and accurate information for the LHA to make a reliable determination of the household's income, exclusions from income, and applicable deductions.

(d) The Re-determined Rent. No less than 14 days prior to the re-determination date, the LHA shall re-determine rent by computing the applicable percentage of annual net household income. In general, annual net household income shall be an annualization of then current monthly net household income. However, where annualization of monthly income is unlikely to reflect actual annual income, the LHA may use some other method for determining the annual amount of income, including use of the prior year's income.

If within the time allotted, the tenant shall have failed to provide sufficient, complete, and accurate information in order for the LHA to make a reliable re-determination of the household's monthly net household income, the LHA may make a re-determination of such income based on whatever reliable information which it has or may continue to use its most recent income re-determination. The LHA may thereafter make an adjustment of rent retroactive to the re-determination date, following receipt of more complete and accurate information.

6.04: continued

(e) Notice and Effective Date of the Re-determined Rent. The LHA shall give the tenant no less than 14 days prior written notice of the amount of the rent to be effective on the re-determination date. In the event that the information provided by or on behalf of the tenant shall have been incomplete or inaccurate, upon receipt of more complete or accurate information, in addition to its other remedies, the LHA shall appropriately adjust the rent. Following such adjustment, the LHA shall give the tenant an amended written notice of the re-determined rent which shall be retroactively effective to the re-determination date. Each notice of re-determined rent shall set out the monthly gross household income (1/12 of annual gross household income) and the monthly net household income (1/12 of annual net household income) on the basis of which the re-determined monthly rent was computed.

(5) Interim Re-determination of Rent.

(a) Increases. If in any month the monthly gross household income of a tenant household increases by 10% or more from the amount contained in the most recent notice of rent as (re)determined by the LHA, the tenant shall report any such increase, including any changes in income, exclusions and deductions. The tenant shall report the increase to the LHA by the seventh day of the month following the month in which the increase occurred, provided that if the increase was anticipated in the prior computation of gross household income, the tenant need not report the increase.

The LHA shall require verification of such increase in income. If as a result the amount of rent increases, at least 14 days before the effective date of a rent increase, the LHA shall give the tenant a written notice of the re-determined rent. Any such increase in rent shall be made effective on the first day of a month. The notice of re-determined rent shall set out the monthly gross household income and the monthly net household income, on the basis of which the re-determined monthly rent was calculated.

In the event that a tenant shall have failed to report such an increase in income by the seventh day of the month following the increase, in addition to its other remedies, the LHA, upon discovery that increased rent was due, shall make the effective date of the increase in rent retroactive to the first day of the second month following the increase in income.

(b) Decreases. If, in any month, the monthly gross household income of a tenant household decreases, the tenant may provide the LHA with verified information substantiating the decrease in gross income. Following receipt of such information, the LHA shall re-determine rent. The LHA shall give the tenant written notice of any decrease in rent which shall be effective on the first day of the month following receipt of the information or at such earlier time as the LHA shall find to be warranted in the event that circumstances delayed receipt of verified information. The notice shall set out the monthly gross household income and the monthly net household income, on the basis of which the re-determined monthly rent was calculated.

(6) Verification. The tenant shall provide and authorize reasonable verification of information regarding income, exclusions from income and deductions (whether at initial determination or at any re-determination) in order to insure reliability of the information. For wages, interest, dividends, annuities, pensions or recurring lottery winnings, the tenant shall submit copies of the prior year's tax-reporting forms received by the tenant (including W-2 forms, W-2G forms, and 1099 forms). For income from a fiduciary the tenant shall submit a copy of the prior year's K-1 form regarding such income. For self-employment income the tenant shall submit a copy of the prior year's Schedule C of US Form 1040. The tenant shall also submit copies of other tax reporting forms as are appropriate for other types of income.

The LHA may also require written third-party verification (verification by a reliable person or entity, other than the tenant or household member, with knowledge of the facts) of one or more items of income, exclusions, or deductions in the event that the LHA finds that the documentation provided by the tenant is not adequate. In such a case, the LHA may also verify income, exclusions, or deductions by checking with the sources. Verification of income, exclusions or deductions, if not complete by the rent re-determination date, may continue until completion. The tenant shall assist the LHA in securing reasonable verification and shall promptly provide all written authorizations for such verification upon request by the LHA.

6.04: continued

If the LHA has reasonable cause to believe that any member of the household is supplying false or incomplete information about his or her income, upon request by the LHA the tenant or other household member shall sign an appropriate Internal Revenue Service form, to authorize the IRS to furnish the LHA with a copy of the first page of the prior year's US Form 1040 filed by the tenant or other household member. Information which may have been provided by the Department of Revenue through a wage and bank match or otherwise may be used for verification of income, exclusions, and or deductions.

(7) Grievances on the Amount of the Re-determined Rent and Time for Payment. In the event that a tenant files a grievance as to the amount of a re-determined rent within 14 days of the LHA's notice of the re-determined rent, the tenant shall continue to pay the rent then in effect (unless the re-determined rent is lower) until disposition of the grievance. Following disposition of the grievance, the tenant shall forthwith pay any additional amounts determined to have been due but not paid since the effective date set out in the notice of re-determined rent or the LHA shall credit the tenant with any amounts paid but determined not to have been due. In the absence of a grievance, the re-determined rent shall be paid beginning on its effective date.

(8) Nondisclosure or Misrepresentation of Income. If a tenant shall misrepresent, fail to disclose, or fail to disclose in a timely manner pertinent information which would increase net household income, upon request tenant shall pay the balance of rent, which otherwise should have been paid. Interest on such balance may be charged in accordance with law. Such misrepresentation or nondisclosure without good cause shall constitute cause for termination of the lease and eviction of the tenant if the consequent underpayment of rent was 10% or more of the monthly rent which should have been paid.

(9) Late Payments of Income. If a tenant receives any includable income at a date later than the date when the income would have been paid in the normal course (such as payment of past-due workers' compensation benefits for lost wages, past-due SSI or SSDI benefits, or retroactive salary increases, and if such income has not been included in the determination of household income), tenant shall report receipt of the income to the LHA within seven days after receipt. The LHA shall charge a one-time retroactive rent charge on account of any part of such income which in the normal course would have been paid at a time when tenant occupied an LHA unit. A tenant who receives and timely reports receipt of such income shall pay any such retroactive rent due on account of such income without interest upon receipt of a bill from the LHA. If tenant shall fail to report such income or shall fail to make such a one-time retroactive rent payment within 30 days of receipt of a bill, the LHA may charge interest on the additional rent due for the period beginning 30 days after receipt of the income at a rate of interest in accordance with law and the LHA's rules.

6.05: Determination of Gross Household Income and Net Household Income

(1) The Computation of Net Household Income. Rent is a percentage of net household income, as provided in 760 CMR 6.04(1), (25%, 27%, 30%, or 32% except as provided in 760 CMR 6.04(1)(c) and (d)). In order to determine net household income, the LHA shall first determine gross household income. Gross household income includes the income items set out in 760 CMR 6.05(2) and excludes the non-income items set out in 760 CMR 6.05(3). The deductions set out in 760 CMR 6.05(4) are deducted from gross household income so computed, and the result is net household income.

(2) Inclusions in Gross Household Income. Gross household income shall be the total of the following items:

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

(b) 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 rent or utilities paid for the tenant's unit if the business or profession is located in the tenant's unit.

6.05: continued

(c) 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 $5000 (excluding any automobile used as the primary means of transportation by one or more household members), gross household income shall include the higher of actual income derived from any such property or a percentage of the value of such property. This percentage shall be the current passbook savings rate, as determined from time to time by the federal Department of Housing and Urban Development for federally assisted housing or as otherwise determined by the Department.

(d) Periodic payments received from social security, annuities, retirement funds, and pensions, individual retirement accounts, and other similar types of periodic payments of retirement benefits, excluding non-taxable amounts which constitute return of capital and are specifically identified as such by payer.

(e) Payments in *lieu* of earnings, such as unemployment compensation; Supplemental Security Income (SSI); 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 his or her disability until the allocated funds are deemed exhausted. Payments from the government, subsequently reimbursed to the government, are not to be included as income.

(f) 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, provided that a contribution or gift in excess of $2,000 which occurs once a year from year to year for two or more years shall also be deemed to be regularly recurring.

(g) Regular payments of public assistance, excluding food stamps.

(h) Payments received for the support of a minor, such as payments for child support, foster care, social security, or public assistance, including payments nominally made to a minor for his or her support but controlled for his or her benefit by a household member who is responsible for his or her support.

(i) Lottery winnings, gambling winnings and similar receipts.

(j) 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.

(k) Alimony or payment for separate support.

(3) Exclusions from Gross Household Income. Gross household income shall not include any of the following items:

(a) Gifts which are not regularly recurring.

(b) 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 a tenant.

(c) Amounts of educational scholarships or stipends for housing paid by a non-household member for a student at an educational institution, including amounts paid for these purposes to part-time students, whether paid directly to the student or the educational institution, and 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.

(d) The special pay to a member of the armed forces on account of service in a war zone.

(e) Relocation payments made pursuant to state or federal law.

(f) 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.

(g) The value of food stamps.

(h) Payments received by participants or volunteers in programs pursuant to the Domestic Volunteer Service Act of 1973.

6.05: continued

(i) The increased amount of income earned from employment by one or more household members if the increase in earned income otherwise would result in a rent increase provided that:

1. the household's income has been derived, at least in part, from Transitional Aid to Families with Dependent Children (TAFDC), Emergency Assistance to the Elderly, Disabled and Children Program (EAEDC), Supplemental Security Income (SSI), Social Security Disability Income (SSDI) or successor program for each of the previous 12 months;

2. the household's increased earned income has been accompanied by a decrease in the amount of TAFDC, EAEDC, SSI, SSDI or public assistance from a successor program; and

3. 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. This earned income exclusion shall be in effect for one continuous 12 month period, regardless of any changes or gaps in employment during that period. This exclusion may be exercised by the tenant when a household member has procured either full or part-time employment. It shall be within the tenant's sole discretion whether or when to exercise this one-time earned income exclusion.

(j) Payments for a household member in association with participation in a *bona fide* program providing training for employment, approved by the Department or sponsored or administered by a government agency, to cover costs related to training or employment, such as transportation, program fees, books, or child care (during training). This exclusion does not apply to wages received through programs for training for employment, such as wages from on-the-job training.

(k) Wages and/or salary earned by a full-time student, as defined in 760 CMR 6.03, or by an unemancipated minor.

(l) Income of a live-in personal care attendant (PCA), who is not a family member, who is paid for the fair value of his or her services to a household member with a disability and whose income is not available for the needs of any household member, provided that the PCA shall be required to substantiate that he or she receives wages for the fair value of his or her services and that such income is not available for the needs of any household member.

(m) Inheritances and life insurance proceeds. This exclusion does not apply to post-death interest paid on inheritances or insurance proceeds.

(n) Total Disability Veterans Compensation.

1. Total Disability Veterans Compensation that is in excess of $1,800 per month shall be excluded. No deductions shall be applied against the amounts over $1,800 per month that are excluded.

2. If, prior to October 6, 2016, an LHA had exercised its discretion to exclude Total Disability Veterans Compensation in excess of $1,800 per year, such LHA shall continue to exclude all of such amounts for those tenants who were previously granted the exclusion. No deductions shall be applied against the amounts over $1,800 per year that are excluded.

(o) A return of capital on sale or transfer of an investment or of other real or personal property.

(p) Wages and/or salary earned by a tenant 62 years of age or older, or other household member, 62 years of age or older, not to 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.

(q) Transitional support services stipends for work related expenses such as transportation received from the Department of Transitional Assistance by former clients whose benefits terminated due to earnings.

(4) Deductions from Gross Household Income. Net household income shall be gross household income less the following deductions but in no event shall be less than zero:

(a) $400 for a household living in family housing in which the tenant is an elderly person of low income or a handicapped person of low income provided that the household is not overhoused.

6.05: continued

(b) $300 for each unemancipated minor household member (younger than 18 years old).
(c) $300 for each adult household member (other than the tenant); this deduction is limited by the amount by which the gross income of such adult household member exceeds all other deductions claimed against his or her income.
(d) A deduction for heat in the amount prescribed by the Department's schedule of heat deductions; this deduction is only available to a household which separately pays for the cost of heat.
(e) Payments for necessary medical expenses (including co-payment amounts) which are not covered by insurance or otherwise reimbursed, provided that such expenses are in excess of 3% of annual gross household income and are paid by household members. Payments for medical health insurance are considered medical expenses.
(f) Payments for the care of child(ren) or of a sick or incapacitated household member provided that the LHA shall have determined the payments to be necessary for the employment of another household member who would otherwise have provided such care; the total amount deducted for this deduction and the deductions in 760 CMR 6.05(4)(g) and (h) for this household member who makes the payment shall not exceed his or her gross income.
(g) Child support, separate support, and/or alimony paid under court order or court approved agreement by a household member for the support of a minor child, spouse, or ex-spouse, not residing with the household, provided that the total amount deducted for this deduction and the deductions in 760 CMR 6.05(4)(f) and (h) for this household member shall not exceed his or her gross income.
(h) Non-reimbursable payments of tuition and fees of vocationally related post-secondary education of a household member who is not a full-time student, provided that the amount deducted for this deduction and the deductions in 760 CMR 6.05(4)(f) and (g) for this household member shall not exceed his or her gross income.
(i) Non-reimbursable payments for reasonable and necessary housekeeping or personal care services for a household member with a disability who as a result of the disability is physically unable to perform the housekeeping or personal care services provided that no household member is reasonably available to perform these services.
(j) Travel expense, in excess of the cost of the least expensive available transportation, for a household member with a disability who as a result of the disability is physically unable to use the least expensive available transportation and who uses the least expensive transportation practical in connection with necessary activities which cannot be performed by another household member.

6.06: Lease Requirements

(1) Lease as a Condition of Public Housing; Approval of Lease Terms by the Department; Prior Leases to Remain in Effect Pending Approval of New Lease Terms by the Department; Implementation of New Lease Terms. A lease executed by the LHA and the tenant for each unit of public housing shall be a condition of occupancy of the unit by the tenant and other household members. The terms of the lease used by the LHA may vary by program but all such terms shall be approved by the Department in advance of any use by the LHA. In developing a lease to be submitted for approval by the Department, the LHA shall consult with any affected LTO(s). In the event of disagreement over a lease term in a lease submitted for approval by the Department, the LTO may present its position to the Department. Pending approval by the Department of a lease containing the lease requirements set out in 760 CMR 6.06 the LHA shall continue to use the lease then in effect.

Following approval by the Department of a new lease or amended lease terms, new and existing tenants shall execute the new or amended lease as a condition of occupancy. New tenants shall execute the new or amended lease at the times their tenancies are established. Existing tenants shall execute the new or amended lease at the time of annual re-determinations, and failure by a tenant at that time to execute a new or amended lease (approved by the Department) shall be cause for eviction. Until the new or amended lease is executed as required herein, the terms of the existing lease shall remain in effect unless the lease has been amended by applicable law or terminated for cause.

6.06: continued

(2) Provisions as to Rent. Each new or amended lease submitted for approval by the Department shall contain provisions which are consistent with the provisions concerning the amount of rent, rent payment, failure to pay rent, annual and interim re-determinations of rent and the other matters set out in 760 CMR 6.04. The lease shall require payment of the fee in 760 CMR 6.04(3) for late payment of rent and may require payment of interest on unpaid rent.

(3) Provisions as to Occupancy and Use of the Unit. Each new or amended lease submitted for approval by the Department shall contain provisions which provide for the following:

(a) The names of each household member who is authorized to occupy the unit in addition to the tenant shall be set out in the lease. No other person (excepting guests) shall occupy the unit. Each household member shall be required to reside in the unit for at least nine months in any 12 month period unless the LHA shall have found good cause for an absence of longer than three months. The tenant shall be responsible for the conduct of all household members.

(b) The tenant shall not sublet or transfer possession of the unit. Tenant shall not take in boarders or lodgers and, except as provided in 760 CMR 6.06(3)(d), shall not use or permit use of the unit for any purpose other than as a private dwelling solely for tenant and the other members of tenant's household who are listed on the lease or who subsequently have been approved by the LHA and have been listed on a written lease addendum.

(c) The stay of any overnight guest shall be limited to no more than a total of 21 nights (21 days if the guest regularly sleeps during the day) during any 12 month period unless the LHA for good cause otherwise consents to a longer period in writing prior to the expiration of 21 nights or such longer period as may have been authorized. The tenant shall be responsible for the conduct of all guests, including his or her own, and those of household members. The number of household members and overnight guests shall not at any time exceed the permissible limit of 105 CMR 410.000: *Minimum Standards of Fitness for Human Habitation (State Sanitary Code: Chapter II)*.

(d) With the LHA's approval, tenant and household members may engage in legal profit-making activities which are incidental to the primary use of the unit as a private dwelling so long as suitable general liability insurance coverage is provided if the LHA shall deem it necessary and the activities will:

1. not cause and will not be likely to cause any disturbance or inconvenience to neighbors;
2. comply with any applicable zoning and any applicable federal, state or local licensing requirements;
3. not significantly increase utility or water consumption (unless tenant separately pays for utilities); and
4. not result in any other additional expense to the LHA.

(e) In the event the tenant ceases to occupy the unit, provided that the tenancy has not been terminated and is not in the process of being terminated and there is no pending eviction action and provided that the conditions set out in the definition of Family (Household) in 760 CMR 5.03: *Definitions* have been met, a household comprising of the remaining household members shall be given permission for continued occupancy. Any rent due or past due on the date when the tenant ceases to occupy the unit shall become the obligation of the new tenant in such household.

(f) In the event of divorce or separation and in the absence of an agreement between the affected household members, a court may determine entitlement to continued occupancy as set out in the definition of Family (Household) in 760 CMR 5.03: *Definitions*.

(g) The tenant may delete a household member named in an existing lease by a new lease or a lease amendment signed by tenant and the LHA. Any person so deleted shall cease to be a household member and shall cease to occupy the unit.

(h) Before any person not named in the lease may be added as a household member (excepting a new-born), tenant and the person involved shall have applied in writing to the LHA for approval of a household including such person and the LHA shall have screened the person, ten years of age or older, as an applicant and found him or her to be qualified. The enlarged household shall meet all applicable eligibility requirements for a household initially applying for housing, except income shall be within the limit for continued occupancy and the leased unit shall be of appropriate unit size for the enlarged household.

6.06: continued

(4) Provisions as to Certain Obligations of the LHA. The lease shall specify the following obligations of the LHA:

(a) To deliver a decent, safe and sanitary unit with re-keyed locks and a working stove at initial occupancy.

(b) To provide legally requisite heat (or heating facilities in the event tenant shall be responsible for paying the cost of fuel for heat).

(c) To provide legally requisite hot water (or hot water heating facilities in the event tenant shall be responsible for paying the cost of fuel for hot water).

(d) To provide reasonable extermination services.

(e) To maintain the structural elements of the building containing the unit.

(f) To maintain common areas of the building open to the household.

(g) To make repairs to the unit within a reasonable time after notice that repairs are needed and to give priority to repairs needed to correct a condition endangering the household.

(h) To provide, after a request by tenant, copies of pertinent rules, policies and regulations affecting the tenant's tenancy, provided that there may be a charge for such copies if the tenant has previously been provided with copies of some or all of the requested material.

(i) To give tenant notice of at least 48 hours prior to accessing the unit for inspections or routine maintenance in the absence of an agreed time; in the event of repairs or maintenance in response to a request by tenant, in the absence of an agreed time, to give reasonable notice, whenever possible given at least on the day prior to access; in the event of an emergency endangering or appearing to endanger life or property, in the absence of an agreed time, to give tenant whatever reasonable notice which the circumstances may permit before accessing the unit to deal with the emergency; and, if no adult household member shall be present at the time of access, to leave a written notice specifying the time and reason for access.

(j) To notify tenant in writing of the specific grounds for any proposed adverse action against tenant and to notify tenant of tenant's right to request a grievance hearing if available.

(k) To preserve the confidentiality of records in accordance with and to the extent provided by 760 CMR 8.00: *Privacy and Confidentiality* and other applicable law.

(l) To respect tenant's right to organize and/or join a tenant association and/or local tenant organization.

(m) To re-determine rents promptly at the time of annual re-determination and at the time of any interim re-determination.

(n) To process applications for transfer promptly.

(o) To process applications which seek to add a household member promptly and to determine the qualification of each such proposed household member pursuant to 760 CMR 5.00: *Eligibility and Selection Criteria* promptly.

(p) To commence eviction proceedings if the LHA determines that such proceedings are warranted under the circumstances and likely to succeed against other tenants whose behavior or the behavior of their household members or of their guests has jeopardized the health or safety of tenant or other household member.

(q) To provide assistance which the LHA determines to be reasonable and appropriate to a household member who is a victim of domestic violence.

(r) To re-key locks promptly upon request of a household member who has obtained a restraining order which is in force against another household member on account of domestic violence and to waive charges for the cost where circumstances warrant.

(5) Provisions as to Certain Obligations of the Tenant. The lease shall specify the following obligations of the tenant, including responsibility for the behavior of household members and guests:

(a) To pay rent and the cost of any utilities for which the tenant is responsible.

(b) To transfer to a unit of appropriate unit size if the number of household members decreases or if transfer is necessitated by modernization work, or by other good cause which shall have been approved by the Department.

(c) For tenant, household members and guests: to conduct themselves in a quiet and peaceful manner and to refrain from making unreasonably loud noise or noises in the unit or on the LHA's property.

(d) For tenant, household members and guests: not to injure, endanger, threaten, harass or unreasonably disturb other tenants, the LHA's officers and employees, and other persons lawfully in the unit or on the LHA's property.

6.06: continued

(e) For tenant, household members and guests: to create no nuisance in the unit, on LHA property, or in its vicinity and to refrain from any and all criminal conduct in the unit, on LHA property, and in its vicinity.

(f) To keep the unit in safe, clean and sanitary condition and to properly store and dispose of all garbage, trash, refuse, and any other waste.

(g) For tenant, household members and guests: to properly use and care for the plumbing and other utility services; and to install no major appliances or waterbeds without prior written authorization from the LHA.

(h) For tenant, household members and guests: to refrain from damaging the unit or any other property of the LHA.

(i) To pay the cost of labor and materials necessary to repair or replace any LHA property damaged or destroyed by the negligence or intentional act of tenant, any household member, or any guest.

(j) For tenant, household members and guests: to keep no pets in the unit or on LHA property except as may be otherwise authorized.

(k) For tenant, household members and guests: to comply with the reasonable rules and policies established by the LHA for its developments.

(l) For tenant, household members and guests: to make or allow no alterations or additions to the unit or other property of the LHA without the LHA's prior written consent.

(m) To permit access to the unit by the LHA for inspections or routine maintenance following notice of at least 48 hours; in the event of repairs or maintenance in response to a request by tenant, to permit access after reasonable notice; and in the event of an emergency, endangering or appearing to endanger life or property, to permit access after whatever reasonable notice which the circumstances may permit.

(n) To keep all smoke detectors and other fire safety equipment in the unit unobstructed; for tenant, household members, and guests: to do nothing to render any such detector or other fire safety equipment in-operational and to give prompt notice to the LHA of any in-operational detector or other such fire safety equipment.

(o) For tenant, household members, and guests: to vacate promptly upon termination of the lease or, if tenant contests termination of the lease, at other agreed time or time established by court order.

(p) To pay the LHA's costs in an eviction action commenced because of breach of the lease or because of other good cause for termination of the lease or in an action for voiding the lease pursuant to M.G.L. c. 139, § 19 if the action results in the termination of the lease.

(q) To sign a new lease or lease addendum whenever necessary to reflect a re-determined rent, a change in household size, or change(s) in terms and conditions of tenancy.

(r) For tenant and household members: to participate in any wage, tax, and/or bank match system required by the Department and permissible under law and to provide upon request the information and authorizations necessary for such a wage, tax, and/or bank match.

(s) Subject to any applicable law, for tenant and each other adult household member, to provide the LHA with his or her social security number, and to authorize use of such social security number for use by the LHA for verification of income and assets of the household through the Massachusetts Department of Revenue's integrated tax system, wage reporting, and bank match systems or similar means of verification.

(6) Provisions on Reasons for Termination of the Lease. The lease shall specify reasons for termination of the lease and of occupancy of the unit by tenant and tenant's household; the reasons shall include the following:

(a) Tenant's written notice of termination mailed or delivered to the LHA at least 30 days prior to termination.

(b) Tenant's nonpayment of some or all rent.

(c) Breach or violation by tenant or a household member of any of the material terms of the lease, including but not limited to breach or violation of any of the tenant's obligations specified in 760 CMR 6.00.

(d) Breach or violation by a guest of the tenant or of a household member of any of the material terms of the lease where the tenant or the household member knew or should have known that there was a reasonable possibility that the guest would engage in misconduct.

6.06: continued

(e) Any of the criminal conduct, specified in M.G.L. c. 121B, § 32, by tenant or a household member; or any such conduct by a guest of the tenant or of a household member where the tenant knew or should have known that there was a reasonable possibility the guest would engage in misconduct.

(f) Income which exceeds the maximum allowable for a household under applicable regulations or authorization, provided that the LHA may provide an exemption for up to six months if tenant can show there to be a hardship which prevents relocation of the household to unsubsidized housing.

(g) Tenant's failure to supply complete and accurate information necessary for a rent re-determination or for a determination of eligibility for continued occupancy; or tenant's failure to provide reasonable cooperation or authorizations to the LHA in securing verification of such information.

(h) Failure to supply complete and accurate information in tenant's application for public housing or in tenant's request for a priority status or for a preference or in the documentation submitted in support of tenant's application for public housing or in support of a request for a priority status, for a preference, for addition of a household member, or for a transfer, if tenant knew or should have known the information to be incomplete or inaccurate, and if complete and accurate information would have provided:

1. cause for finding tenant ineligible or unqualified for public housing;
2. cause for determining tenant not entitled to such priority status, preference, or transfer;
3. cause for housing tenant in a smaller unit; or
4. cause for establishing a materially higher rent.

(i) Failure to sign a lease (or a lease amendment) received from the LHA which contain lease provisions approved by the Department or which is required because of changes in composition or income of tenant's household.

(j) In the event that tenant has knowledge of a court order barring a person from the LHA's property or from the tenant's unit, the failure by tenant or a household member to take all necessary steps to exclude such person from the tenant's unit or the LHA's property.

(k) After an offer of a replacement unit of appropriate unit size, failure to vacate a unit because of a decrease in household size, modernization work, or other good cause which shall have been approved by the Department.

(l) Failure to pay any amounts owed to the LHA by the tenant pursuant to or in accordance with the terms of the lease.

(7) Provisions Requiring a Grievance Hearing as a Condition of Lease Termination under Certain Circumstances. The lease shall contain provisions that, after the LHA gives a notice of lease termination to a tenant, the tenant may request a grievance hearing regarding whether good cause exists for terminating the lease, provided that no grievance hearing shall be requested or held under any of the circumstances specified in M.G.L. c. 121B, § 32, including the following circumstances:

(a) in the event of non-payment of rent;

(b) in the event the LHA has reason to believe that tenant or a household member:

1. has unlawfully caused serious physical harm to another tenant or an employee of the LHA or any other person lawfully on the LHA's property;
2. has unlawfully threatened to cause serious physical harm to any member of a tenant household or an LHA employee or any person lawfully on the LHA's property;
3. has unlawfully destroyed, vandalized or stolen property of any member of a tenant household or of the LHA or of any person lawfully on the LHA's property, if such conduct involved a serious threat to the health or safety of any such person;
4. has unlawfully possessed, carried, or kept a weapon on or adjacent to the LHA's property in violation of M.G.L. c. 269, § 10;
5. has unlawfully possessed or used an explosive or incendiary device on or adjacent to the LHA's property or has otherwise violated M.G.L. c. 266, § 101, 102, 102A or 102B;
6. has unlawfully possessed, sold, or possessed with intent to distribute a class A, B or C controlled substance, as defined in M.G.L. c. 94C, § 31, on or adjacent to the LHA's property;
7. has engaged in other criminal conduct which has seriously threatened or endangered the health or safety of any member of a tenant household, an LHA employee, or any person lawfully on the LHA's property; or

6.06: continued

8. has engaged in behavior which would be cause for voiding the lease pursuant to the provisions of M.G.L. c. 139, § 19; or

9. in the event the LHA has reason to believe that a guest of tenant or a guest of a household member has engaged in any of the behavior listed in 760 CMR 6.05(7)(b) and that tenant knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in misconduct.

(8) Provisions Regarding a Grievance Hearing Prior to Lease Termination. The lease shall provide that in circumstances where a grievance hearing as to lease termination is permissible the following shall apply:

(a) The tenant shall make a written request for a grievance hearing to the LHA within seven days after a notice of lease termination has been given to tenant. The grievance hearing shall be held pursuant to the LHA's grievance procedure. At the grievance hearing any additional reason for termination of the lease, which arose subsequent to the date of the notice of termination, shall be considered so long as the LHA has given written notice to the tenant as to the additional reason not less than three days before the hearing, or, if a reason for eviction shall have arisen within such three day period, a subsequent session of the hearing may be scheduled on not less than three days notice to consider such reason.

(b) In cases where tenant is entitled to a grievance hearing and has made a timely request, the LHA shall not file a summary process summons and complaint pending the hearing and a decision or other resolution in the LHA's favor. The LHA shall schedule such a hearing on a date within 30 days from the date of a request for a grievance hearing and at least 15 days prior to the date of termination and shall give written notice of not less than seven days of the time and place to tenant. In the event a decision on a grievance determines that good cause exists for terminating a lease, the LHA may thereupon file the summary process summons and complaint, and there shall be no review of the decision by the Board or the Department.

(9) Leases for Units Receiving Federal Section 8 Subsidy. In the event a tenant in a public housing unit receives federal Section 8 rental assistance the lease shall contain such additional provisions necessary or appropriate to satisfy the requirements of applicable federal statutes or regulations.

6.07: Pet Ownership in Elderly/Handicapped Housing

(1) LHA Pet Policy for Elderly/Handicapped Housing. Each LHA shall have a pet policy for its elderly/handicapped housing. The policy shall be consistent with and reflect the requirements in St. 1989, c. 151, 760 CMR 6.00, and the Pet Guidelines.

(2) LHA Approval of Pet Ownership in Elderly/Handicapped Housing. The LHA shall attach an application for pet ownership to every lease of a unit in elderly/handicapped housing. Each tenant (including a prospective tenant about to sign a lease) who seeks to keep a pet (other than caged birds, which are not unreasonably noisy, or fish in tanks) shall first ask for the LHA's approval of an application for pet ownership. If a tenant does not own a pet at the time, he or she may ask for conditional approval of an application, and the LHA may approve pet ownership by the tenant conditional upon his or her subsequent satisfaction of stated conditions. Upon approval of an application by the LHA, the tenant shall sign a pet rider to the lease. Following approval of an application by the LHA and prior to keeping the pet, the tenant shall post the requisite security deposit with the LHA.

(3) Application for Department Approval of Pet Ownership in Elderly/Handicapped Housing. In the event an LHA denies an application for pet ownership, it shall notify the tenant in writing of the reasons for denial and the tenant's right to appeal to the Department, and it shall specify the time for appeal and the documentation required to be submitted with the appeal. The tenant (including a prospective tenant about to sign a lease) may, within 14 days of receipt of the denial, appeal to the Department for permission to keep a pet. In seeking permission from the Department, the tenant or prospective tenant shall provide the following documentation (or an explanation why the documentation is not reasonably available):

(a) a copy of the completed application for pet ownership and the LHA's denial of the application;

6.07: continued

(b) a color photo and identifying description of the proposed pet;
(c) the name, address and telephone number of a veterinarian and his or her statement of the current health, weight and age of the proposed pet;
(d) veterinary certificates of spaying or neutering and of all inoculations and testing required by the guidelines;
(e) a dog license if such a license is required by the municipality;
(f) the names, addresses and telephone numbers of two responsible persons, who are prepared to assume immediate responsibility for the care of the pet in an emergency; and
(g) a statement that the tenant is prepared to post a security deposit of $160.00 or one month's rent (whichever is less).

(4) The Department's Decision. The Department shall review the documentation and any other relevant information and shall render a prompt written decision approving or disapproving the application. The Department shall require a security deposit to be posted with the LHA and may make other appropriate conditions in approving the application.

(5) The Pet Committee and the Pet Grievance Panel. The pet committee at an LHA shall accept and attempt to resolve any complaint made concerning a pet by any resident of elderly/ handicapped c. 667 housing. If the pet committee fails to resolve a matter or if the pet owner or a complaining party is dissatisfied with the pet committee's resolution, a request for a hearing before the pet grievance panel may be made in accordance with the pet guidelines. Decisions of the pet grievance panel shall be binding.

A tenant's material failure to comply with a decision of the pet grievance panel shall be sufficient cause for termination of the tenant's lease and eviction. A tenant facing eviction as a result of his or her failure to comply with a pet grievance panel decision shall have no right to a grievance hearing prior to institution of eviction proceedings. If a pet grievance panel does not exist at an LHA, a tenant or a complaining party may file a grievance regarding a pet under the grievance procedure (*see* 760 CMR 6.08) in effect for the development in which the pet is kept.

6.08: Grievance Procedures

(1) Existing Procedures to Remain in Effect until Amended or Replaced. Upon April 21, 2017, the grievance procedure then in effect at an LHA shall remain in effect and shall continue in effect unless and until the Department approves a new or amended grievance procedure. After April 21, 2017 each LHA shall compare the provisions of its grievance procedure(s) with the provisions of 760 CMR 6.08(4) and shall initiate measures in order to achieve material compliance with those provisions.

(2) The Purpose of the Grievance Procedure. Each LHA shall have a grievance procedure, approved by the Department, of which the purpose shall be the prompt and reliable determination of grievances. An LHA's grievance procedure shall produce such prompt and reliable determinations of grievances. A grievance procedure, which in operation shall repeatedly fail to produce prompt and reliable determinations, shall be deemed deficient and shall be amended or replaced in the manner specified in 760 CMR 6.08.

(3) Establishment, Replacement, or Amendment of a Grievance Procedure.
(a) Negotiation of Grievance Procedures. If no grievance procedure is in effect at an LHA or if an LHA or affected Local Tenants' Organization (LTO) believes that changes to or replacement of an existing grievance procedure are necessary or appropriate, proposals for establishment, replacement, or amendment of the grievance procedure may be made at any time by either the LHA or an affected Local Tenants' Organization (LTO). Establishment of a new grievance procedure or amendments to an existing grievance procedure shall be negotiated by the LHA and any affected LTOs and shall become effective upon the written approval of the Department.
(b) Approval of a Procedure Which Has Not Been Negotiated. In Instances:
1. where the operations of an existing grievance procedure have repeatedly failed to produce prompt and reliable determinations;
2. where there is no operative grievance procedure and where the LHA and the LTO(s) have been unable to negotiate a new or amended grievance procedure; or

6.08: continued

3. where an LTO shall have failed to take necessary steps for the proper functioning of a grievance procedure (such as naming a panel member willing and able to serve), the LHA may request that the Department permit it to implement the three person panel grievance procedure referred to in 760 CMR 6.01 and published on the Department's website at www.mass.gov/dhcd. However, if it shall reasonably appear to the LHA that notwithstanding its own good faith efforts, a three person panel would likely not be promptly chosen, the LHA may request that the Department permit it to implement the grievance procedure which provides for a single hearing officer. As part of a request that the Department permit the LHA to implement one of these two unnegotiated grievance procedures, the LHA shall specify the reason(s) for its request and shall describe its prior unsuccessful negotiations with the affected LTO(s). The LHA shall also specify the reason(s) why it believes that further efforts to negotiate a procedure would likely be unsuccessful. The LHA shall provide the affected LTO(s) with a copy of its request permission to implement one of the two unnegotiated grievance procedures.

Following receipt of the request, the Department shall give the LTO(s) a reasonable opportunity to respond in writing. The Department may also discuss the request with the LHA and the LTO(s). If the Department shall determine:

a. that the operations of the existing grievance procedure have repeatedly failed to produce prompt and reliable determinations of grievances or that there is no operative grievance procedure;

b. that the LHA is not primarily responsible for this deficiency; and

c. that further negotiations between the LHA and the affected LTO(s) appear to be unlikely to produce an agreement on a new or amended grievance procedure, the Department may give permission to the LHA to implement the three person panel grievance procedure referred to in 760 CMR 6.01 and published on the Department's website at www.mass.gov/dhcd or, if it shall appear to the Department that a three person panel would likely not be promptly chosen notwithstanding good faith efforts by the LHA, the Department may give permission to the LHA to implement the grievance procedure which provides for a single hearing officer.

(4) Requirements for Grievance Procedures. An LHA's grievance procedure shall provide for the following:

(a) Initiation of a Grievance. A grievance regarding whether good cause exists for terminating a lease shall be initiated by a tenant in writing and shall be mailed or delivered to the LHA at its main office within seven days after a notice of lease termination has been given to tenant by the LHA.

A grievance regarding whether participation in the MRVP or AHVP should be terminated shall be initiated by a program participant in writing and shall be mailed or delivered to the LHA at its main office within seven days after a notice of program termination has been given to the program participant by the LHA.

A grievance regarding some other matter shall be initiated by a grievant in writing and shall be mailed or delivered to the LHA at its main office, or at a development office, if so specified, no more than 14 days after the date on which the grievant first became aware or should have become aware of the subject matter of the grievance, provided that the LHA shall have discretion to permit a grievance to be initiated late.

The LHA shall permit additional time for initiation of a grievance if the LHA shall find that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the LHA.

(b) Informal Settlement Conference. Promptly after the initiation of a grievance, unless otherwise provided, the LHA's executive director or his or her designee shall give the grievant the opportunity to discuss the grievance informally in an attempt to settle the grievance without the necessity of a grievance hearing. The LHA shall give reasonable advance notice to the grievant and his or her 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 LHA. 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.

6.08: continued

(c) Hearing Date and Notice of Hearing. A grievance hearing regarding whether good cause exists for terminating a lease shall be scheduled within 14 days or as soon as reasonably practical after the date on which the LHA receives the grievance. A hearing of a grievance regarding some other issue, shall be scheduled as soon as reasonably convenient following receipt of the grievance.

The LHA shall give reasonable advance written notice of the time and place of the hearing to the grievant and to his or her representative (if any). The LHA, the hearing panel, or the hearing officer may reschedule a hearing by agreement or upon a showing by grievant or by the LHA that rescheduling is reasonably necessary.

(d) Pre-hearing Examination of Relevant Documents. Prior to a grievance hearing the LHA shall give the grievant or his or her representative a reasonable opportunity to examine LHA documents which are directly relevant to the grievance. Following a timely request, the LHA shall provide copies of such documents to grievant and, for good cause (including financial hardship), may waive the charge for the copies.

(e) Persons Entitled to Be Present. The grievance hearing 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 LHA 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. At the hearing the LHA 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 he or she shall be excluded. If the grievant misbehaves at the hearing, the hearing panel or hearing officer may take other appropriate measures to deal with the misbehavior, including dismissing the grievance.

(f) Procedure at Grievance Hearings. The 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 LHA 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 LHA rules and policies. The panel members or the hearing officer may request the LHA 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.

(g) Written Decision; Effect of Decision. Within 14 days following the hearing or as soon thereafter as reasonably possible the hearing panel or the hearing officer shall provide the LHA 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 on the evidence at the grievance hearing and such additional information as may have been requested by the panel members or the hearing officer. The LHA shall forthwith mail or otherwise deliver a copy of the decision to the grievant and his or her representative. A copy of the decision (with names and personal identifiers deleted) shall thereafter be maintained at the LHA and shall be open to public inspection.

(h) Review by the LHA's Board. In cases where the decision concerns whether good cause exists for terminating a lease, there shall be no review by the LHA's Board. In other cases, in the event that the grievant or the LHA believes that:

1. the decision of the hearing panel or hearing officer is not supported by the facts;

2. the decision does not correctly apply applicable laws, regulations, rules and/or policies; or

3. the subject matter is not grievable, within 14 days of mailing or other delivery of the decision, the grievant or the LHA may request review of the decision by the LHA's Board. The Board shall promptly decide whether to uphold, set aside or modify the decision after permitting the LHA and grievant to make oral presentations and submit documentation. The Board may also permit the hearing officer or hearing panel to make a presentation. The decision of the Board shall be in writing and shall explain its reasoning. If a written decision is not rendered within 45 days from the date a review is requested, the decision of the Board, when rendered, shall specify a reason showing that there has been no undue delay.

6.08: continued

(i) Review by the Department. In the event that the LHA's Board shall make a material change in a decision of the hearing panel or hearing officer, upon written request of the grievant made within 14 days of mailing or other delivery of the decision, the Department shall review the decision of the Board and shall render a written decision upholding, setting aside or modifying the decision of the Board.

(j) Effect of a Decision on a Grievance. The decision on a grievance shall be binding between the LHA and the grievant with respect to the particular circumstances involved in the grievance, provided that 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. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the LHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

6.09: LTO and Resident Participation

(1) Purpose. Participation by residents of public housing, including representation on LHA governing boards and through effective Local Tenant Organizations (LTOs), is beneficial to the administration of public housing. Cooperative working relationships enhance housing programs and benefit both LHAs and residents. The purpose of 760 CMR 6.09 is to encourage the formation of representative organizations and to provide all residents the opportunity to be heard on and participate in matters affecting the interests of the residents. Each LHA shall comply with 760 CMR 6.09 and any additional written guidance issued by the Department.

(2) LTO Recognition.

(a) Recognition Requirements for LTOs. The LHA shall encourage and assist public housing tenants and adult household members (referred to in 760 CMR 6.00 as "residents") to form one or more Resident Associations with democratically elected officers to represent the residents in dealing with the LHA on matters which affect their rights, status, duties, welfare, or other interests. Once formed, a Resident Association may, but is not required to, submit a written request to the LHA to recognize the Association as the official LTO representing a specific group of residents for a five year term. In order to be recognized as an LTO, an Association shall demonstrate that:

1. Persons Represented. The Association is and will be representative of one of the following groups: all residents of LHA operated public housing city-wide, town-wide, neighborhood-wide, or program-wide (all of which may include tenants in federally subsidized housing); all residents in state-aided family housing; all residents in state-aided elderly/handicapped housing; or all residents in a particular state-aided development or in public housing operated on behalf of an LHA which is not owned or managed by the LHA.

2. Participation by Residents. The Association does not and will not impose any unreasonable restriction on participation by any resident whom it represents.

3. Purpose of Representation. The purpose of the Association is to provide representation for residents in matters which affect their rights, status, duties, or other common interests, and to seek and maintain a courteous working relationship with the LHA.

4. Notices. The Association provides the residents whom it represents with sufficient notice of its activities. Any notice required to be given by an LTO to the residents will be sufficient if given at least seven calendar days before the event and if posted in prominent locations in the development lobby or community room and in the LHA's Office(s). More notice, including notices delivered by flyers, mail or email, is encouraged. In an emergency, such as in response to an emergency board meeting called by the LHA or in other situations in which it is not possible to give seven days' notice, notice will be sufficient if given 48 hours before the event.

5. Written Rules or By-laws. The Association is and will be governed by written rules or by-laws which may be changed only by a majority vote of a quorum of residents as defined by the Association's by-laws who are present at a meeting after notice was given of the time, date, location, and purpose.

6. Meetings. Regular meetings open to attendance by residents are required to be held and are held at least twice per year at times and places that are reasonably convenient to residents, that notice will be given of these meetings, and that residents have reasonable opportunity to make known their views on matters of common interest at the meetings.

6.09: continued

7. Board. The Association's Board Members are elected from residents whom the Association represents. The Association's by-laws shall establish a procedure for the election of the Association's officers, who may be elected by the Board or by all of the residents whom the Association represents.

8. Elections. Elections of Board Members are required to be held and are held on a regular basis at least once every three years pursuant to a fair election procedure which shall impose no unnecessary restrictions on residents desiring to run for the Board and which shall entitle every represented resident to vote after notice of the time and place of the election, and; that each election shall be supervised by a disinterested person or organization with experience in supervising elections who shall provide the LHA with a certificate attesting to the fairness of the election.

9. Recall Elections. Recall elections may be held to unseat and replace an LTO Board Member at any time but only upon written request which specifies the reason for the recall election and which is signed by one or more residents in at least two households or 10% or more of the households represented, whichever is greater. Recall elections must be held in accordance with the requirements of 760 CMR 6.09(2)(a)8.

10. Board Vacancies. The Association's by-laws establish a process for special elections or other procedures for filling vacancies that may occur on its Board between regular elections.

11. Budgets. The Association has a proposed budget which will be adopted annually after discussion with members at meeting(s) held for the purpose and that an annual statement of income and expenditures from all funding sources will be provided to its members.

(b) Recognition of LTO. Within 90 days of a request from a Resident Association, the LHA shall grant the Association recognition as an LTO for a five year term if:

1. the Association has adopted, implemented and is in compliance with written rules or by-laws which set out the substance of all of the requirements in 760 CMR 6.09(2)(a)1. through 11.;

2. if there is no other currently recognized LTO for the same group of residents which is active (*i.e.*, has held at least two resident meetings during the prior 12 months), and;

3. if there is no other competing Association seeking recognition as LTO for the same group of residents. However, if the existing LTOs form an Umbrella Tenant Organization (which may include a Resident Advisory Board) consisting of representatives from the LTOs that have assumed the rights and duties of the LTOs under 760 CMR 6.09 to them in full or in part, the LHA shall also recognize that Umbrella Tenant Organization.

(c) Notification. An Association granted recognition by the LHA shall be notified in writing that it shall be the official LTO representing that group of residents for a term of five years. An Association refused recognition by the LHA shall be promptly notified in writing of the reasons therefore, and informed of its right to DHCD review pursuant to 760 CMR 6.09(2)(h).

(d) Rules or By-laws. The Association must submit a copy of the Association's written rules or by-laws to the LHA with the Association's request for recognition as an LTO. The LTO shall make available to residents upon their request a copy of the Association's written rules or by-laws. The LHA shall post the Association's rules or by-laws and the contact information of the officers of an LTO on the LHA's website and prominently in the LHA's offices and in any community center or room serving residents represented by the LTO. The LHA shall also post the effective dates of recognition of the LTO in the same locations. The LTO shall promptly notify the LHA of any change to its by-laws or rules and the results of elections of its officers, and the LHA shall update its website and postings accordingly.

(e) Recognition When There is More than One Association Requesting Recognition. An LHA shall not recognize more than one LTO to represent any of the following groups in state-aided public housing: residents city-wide or town-wide; residents in family housing; residents in elderly/handicapped housing; or residents in a particular development. The LHA may recognize as an LTO a Resident Association which represents one or more than one of these groups so long as the group is not already represented by an LTO. An Association shall not seek recognition as an LTO if the group of residents represented by the Association is already represented by an LTO which is within its five year term of recognition and which has held at least two resident meetings each year since the beginning of that term.

6.09: continued

If two or more Resident Associations are candidates for recognition as LTO for the same group of residents, the LHA shall meet with the competing Associations and encourage them to merge as a single Association. If the competing Associations cannot agree to merge within a reasonable time, the LHA shall recognize the Association which the LHA determines will best represent the residents. In making this determination, the LHA shall consider the evidence of all relevant circumstances, including the following:

1. the Association's compliance with the requirements of 760 CMR 6.09(a)1. through 11.
2. the numbers of residents voting in the Association's previous election(s).
3. the numbers of residents attending the Association's prior meeting(s).
4. the Association's efforts to keep residents informed, to address their concerns, and to encourage their participation.
5. the ease with which residents participate in the Association's activities, including the time and place of meetings, the effectiveness of notice procedures, the procedures governing participation at the meetings, and the inclusiveness of the procedure for nominating and electing Board Members and/or officers.
6. the extent of engagement of the Association in activities that provide representation for residents in matters affecting their rights, status, duties, or other common interests and in activities that seek and maintain a courteous working relationship with the LHA.
7. the LTO's demonstrated ability to represent the interest of all of the residents in the LTO.

The LHA shall promptly mail its written decision which may recognize one of the Associations as LTO for a term of five years and which shall deny recognition of the other(s) with an explanation of its reasons, to each of the competing Associations at the addresses provided by them. The LHA decision shall inform any Resident Association denied recognition that it may seek DHCD review pursuant to section 760 CMR 6.09(2)(h).

(f) Recognition of an LTO after Expiration of Term. The recognition of an LTO by an LHA shall automatically expire five years from the date of the written decision of the LHA that informed the Association of its recognition as LTO. In addition to posting the dates of an LTO's term of recognition on its website and in its offices, the LHA shall notify an LTO in writing that its term is expiring at least 90 days before the expiration date. No sooner than 90 days before the end of an LTO's term, any Resident Association, including the Association that was the formerly recognized LTO, may submit a written request to the LHA for recognition in accordance with 760 CMR 6.09(2). The LHA shall not recognize the current LTO for another term unless it has demonstrated its current compliance with the requirements of 760 CMR 6.09(2)(a)1. through 11. and until after its term has expired. If there are competing Association(s), then the LHA shall select an Association for recognition from among them using the criteria found in 760 CMR 6.09(2)(e). An Association refused recognition by the LHA shall be promptly notified in writing of the reasons therefore, and informed of its right to DHCD review pursuant to 760 CMR 6.09(2)(h).

(g) Revocation of Recognition. Once an LTO has been recognized by an LHA, only the Department may revoke such recognition. An LHA may request that the Department revoke recognition of an LTO:

1. in the event of the LTO's material failure to follow the requirements of 760 CMR 6.09(2)(a)1. through 11.;
2. in the event of the LTO's material failure to follow the provisions of applicable law, including regulations of the Department;
3. in the event of the LTO's substantial misuse of funds, space or supplies provided by the LHA; or
4. for other good cause.

Failure to hold regular meetings open to residents or failure to hold fair elections are examples of good cause for revocation of recognition. At least 30 business days prior to requesting that the Department revoke recognition of an LTO, the LHA shall provide a written warning to the LTO that it is considering requesting revocation of recognition and shall specify the reason(s) in detail. The LHA shall include a description of measures which the LHA deems necessary for the LTO to take to cure the violation.

6.09: continued

If the LHA requests that the Department revoke recognition of an LTO, its request shall be in writing and shall include a detailed specification of the reasons and a copy of its written warning to the LTO. A copy of the LHA's request shall be provided by the LHA to the LTO at the same time that it submits the request to the Department, and the LTO shall have 30 business days within which to file a written opposition to the request with the Department. If the LTO opposes the request, the Department shall determine the facts and, if the Department finds that there has been a material failure to follow the requirements of 760 CMR 6.09(2)(a)1. through 11., or applicable law, or that there has been a substantial misuse of funds, space or supplies, or other good cause, the Department may revoke recognition of the LTO or, if circumstances shall warrant a lesser sanction, may impose a lesser sanction which the Department deems to be appropriate. The decision of the Department shall be in writing and copies shall be provided to the LHA and LTO.

(h) Department Review of the LHA's Decision on Recognition. If a Resident Association is dissatisfied with a decision of the LHA concerning the grant or denial of recognition of an LTO, or its decision as to whether to seek Department revocation of recognition of an LTO, the Association may, within 30 days of the date that the LHA's decision was mailed, request in writing that the Department review the LHA's decision.

Upon receiving a request for review, the Department shall schedule a hearing at the LHA at which the LHA and each Association involved shall be required to appear and to submit evidence in support of their positions. The written decision of the Department may uphold or set aside the LHA's decision and shall explain the reasoning of the Department. The decision shall be mailed to the LHA and each Association involved.

(i) Transitional Rule for Existing LTOs. The recognition of an LTO prior to March 9, 2018 shall continue in full force and effect for five years from the effective date unless recognition is revoked as provided in 760 CMR 6.09(2)(g).

(3) Terms of LTO Participation. The LHA and each LTO shall negotiate an agreement in writing regarding LTO participation, including the resources that will be provided to the LTO by the LHA and the opportunities granted to the LTO to represent the interests of the residents that it represents on LHA initiatives. The agreement shall be responsive to and reflective of local circumstances. The agreement shall be in effect during the five year term of the LTO's recognition. The agreement may be renewed if the LTO is recognized for additional term(s). Every LTO participation agreement shall contain provisions which provide for the following:

(a) Meetings. The executive director of the LHA, or a designee with authority to speak for the LHA, shall schedule meetings quarterly at convenient times and places with each LTO or its designee(s) separately or jointly. At least one such meeting shall be for the purpose of considering resident proposals for inclusion in the LHA's Annual Plan pursuant to 760 CMR 4.16: *LHA Annual Plans*. Such meetings must comply with the Open Meeting Law (M.G.L. 30A, §§18 through 25) if a quorum of the LHA's Board will be present. At least ten working days before the meeting, the LHA shall notify each affected LTO of the date, time, place and purpose of the meeting, and shall post said notice in a conspicuous place in the LHA's office and in common areas of developments, such as community rooms, and by hand delivery, mail or email to the LTO Officers. Either the LHA or an LTO may schedule an agenda item for the meeting by giving at least two days advance written notice to the other(s). If no agenda item is so scheduled, the meeting may be canceled by the LHA with advance notice to the LTO(s). Both the LHA and the LTO(s) shall attend the meeting if one or more agenda items have been scheduled.

(b) Availability and Copies of Documents. The LHA shall permit an LTO to inspect all written policies, procedures, rules, regulations, leases, and other forms in use at the LHA. Personal information which is not public shall not be made available. The LTO may request copies of documents subject to inspection, and the LHA shall not charge for these copies so long as the LTO's request for copies is reasonable in number and does not specify documents of which the LHA has recently provided copies to the LTO.

(c) LTO Funding by the LHA. Upon request the LHA shall fund all LTOs in a city or town at the annual rate of $6.00 per state-aided public housing unit occupied or available for occupancy by residents represented by such LTO(s) or an annual total of $500.00 prorated among all such LTO(s), whichever is more. The LHA shall disburse such funds to an LTO pursuant to an approved budget, which provides that funds will be used only for the LTO's

6.09: continued

ordinary and necessary business expenses and authorized activities (excluding social activities) with respect to state-aided housing programs. The LTO shall not make any expenditure of funds received from the LHA except in accordance with such a budget approved by the LHA which approval shall not be unreasonably withheld. The LTO must submit a financial statement to the LHA at the end of the LHA's fiscal year, accounting for all LTO income from the state-aided housing portfolio and all expenditures of such funds in accordance with their approved budget. The next year's LTO funding will not be awarded until such statement has been reviewed and approved by the LHA.

If the LTOs have formed an Umbrella Tenant Organization consisting of delegates from LTOs, the LTOs shall reach an agreement among themselves on how to fund the Umbrella Tenant Organization from their own budgets. No separate additional funds will be granted by the LHA to Umbrella Tenant Organizations.

(d) Office Space. Upon request, an LHA, without charge, shall provide an LTO with a reasonable amount of space suitable for use as an office, which in the LHA's discretion may be shared, if suitable space at the LHA shall be available for such purposes or can reasonably be made available for such purposes without significant cost or inconvenience to the LHA so long as the space is used by the LTO solely for purposes of such representation and is maintained by the LTO in a clean and safe condition and so long as the LTO's need for the space continues and the space is not reasonably necessary for the LHA's other needs.

(e) Telephone Service. Upon presentation of the monthly statement, the LHA shall reimburse an LTO for the minimum cost of basic in-state telephone service so long as the telephone service has been used solely for in-state calls concerning representation of residents in state-aided public housing and for no other purpose, and so long as the LTO's need for in-state telephone service continues and is adequately documented when the LHA so requests.

(f) Meeting Space. Whenever possible, the LHA shall make community space or other appropriate space available for LTO meetings. The LHA and LTO shall cooperate in securing meeting space and in scheduling so that LTO meetings may be held at places and times convenient for the residents.

(g) Consultation between LHA and LTO in Certain Matters. Whenever an LHA proposes to adopt or amend a rule or policy which will affect the rights, status, duties or welfare of residents or to request a waiver of regulatory requirements affecting such rights, status, duties or welfare, the LHA shall first seek the LTO's advice and include the proposal as an agenda item for discussion at a meeting between the LHA and LTO as provided in 760 CMR 6.09(3)(a). The LTO shall also be given reasonable opportunity to appear and make known to the LHA Board any objection to such a rule or policy at an LHA Board meeting. The Board shall consider each such objection before taking any action on the item.

(h) Consultation between LHA and LTO regarding the LHA's Annual Plan. The LHA shall review a draft of its Annual Plan with the LTO at a quarterly meeting before the LHA presents its Annual Plan to the Board. At least 30 business days before the public hearing on the Annual Plan required by 760 CMR 4.16(6), the LHA will post on its website and make available to each LTO a copy of each of the elements of the Plan including, but not limited to, the Capital Improvement Plan (CIP), the Maintenance and Repair Plan, the Operating Budget, and the Narrative. The LTO shall be given reasonable opportunity to appear at the public hearing and make oral comments to the LHA Board about any opinions or objections it may have regarding the Plan. The LHA shall also accept written or emailed comments from the LTO at least through the date of the public hearing or later as specified by the LHA. The LHA shall consider the LTO's concerns regarding needs and priorities and incorporate some or all of such needs and priorities in the draft plan if deemed by the LHA to be consistent with sound management and shall certify in writing to the Department that it has complied with the tenant participation requirements. The LHA shall draft a written summary of all substantive comments received from the LTO and its response to those comments, and shall attach this summary to its Annual Plan submitted to the Department. If there is no summary of LTO comments attached to the Plan, the LHA shall include a statement of reasons for the omission.

(i) Consultation between LHA and LTO regarding the LHA's Modernization Program. The LHA shall consult with the LTO regarding the projects and initiatives outlined below:

1. All needs and priorities that are identified by the LTO to be considered by the LHA for inclusion in the CIP;

2. Any planned or ongoing capital projects, including status, schedule, budget and expenditures of such projects, and such consultation shall occur at least quarterly, between CIP submissions;

6.09: continued

3. Any planned applications for, or awards from, any special capital funding programs or initiatives;

4. Any plans by the LHA to seek to become an HHA for a CA Team, or to request a waiver from participating in the Capital Assistance Program established pursuant to 760 CMR 11.08: *Capital Assistance Program*;

5. Large Projects, as defined in 760 CMR 11.01(4), that will require relocation, unit reconfiguration, demolition or new construction. For these projects, the LHA shall invite an LTO representative to participate in the interview of the finalist(s) for designer and to the schematic design review meeting. Prior to bidding, the designer and the LHA shall solicit and review comments from the LTO on the proposed modernization improvements and incorporate these comments in the bidding documents if deemed appropriate by the LHA. Following award of the construction contract, the LHA shall:

a. inform each affected LTO of the award, the construction contract, and the proposed construction schedule,

b. inform each affected LTO that the material documents relating to the modernization project are available in the LHA's office for inspection,

c. invite an LTO representative to attend pre-construction conferences, and

d. invite no more than two LTO representatives to attend and observe any regularly scheduled job meeting.

(j) Resident Advisory Boards. LTOs may designate any of their members or officers to sit on a Resident Advisory Board to participate in any of the matters upon which LTO participation is required under 760 CMR 6.09. Where there is no LTO, the LHA may appoint individual residents who agree to participate as volunteers.

(k) Approval by the Department. Promptly after the LHA Board's vote on a rule or policy, a request for waiver, an Annual Plan, a Capital Improvement Plan, or a budget request, for which approval by the Department is necessary, an LTO may communicate an objection or concern to the Department in writing, with a copy to the LHA, and the Department shall consider such objection or concern in determining its action on the matter.

(l) Posting of Rules and Regulations. The LHA shall post and shall keep posted in a conspicuous place in its central office and, if practical, in each development, all rules and policies of the LHA and the regulations of the Department which affect the rights, status, duties or welfare of tenants and their households. If postings are repeatedly removed, destroyed or defaced, the LHA shall take reasonable alternative measures to make the material conveniently available to tenants. Absence of a posting shall not affect the validity or applicability of rules, policies or regulations. Upon request, a tenant shall, without charge, be provided with one copy of an applicable rule, policy or regulation; the LHA may charge a reasonable fee for providing a duplicate copy or copies to the tenant.

(m) Preference for Tenants in LHA Hiring. The LHA shall notify all LTOs whenever a job at the LHA becomes available to outside candidates and is not covered by an applicable internal promotion policy. All such jobs shall also be posted in the LHA's central office. The fact that a candidate is a tenant or household member is a factor to be considered by the LHA in the candidate's favor.

(n) LTO Participation in Hiring. Prior to filling a position (including promotions pursuant to an applicable internal promotion policy) in which the employee to be hired will have direct dealings with the residents, the Executive Director (or the LHA where the employee to be hired is the Executive Director) shall afford each LTO the opportunity to examine resumes of all candidates, to express the LTO's objective view of the qualifications of some or all of the candidates, to recommend one or more of these candidates to be interviewed, to participate in interviews of the candidates who are interviewed, and to make a recommendation about which candidate should be hired. In the event that the Executive Director or the LHA shall choose to conduct a preliminary screening of the resumes of candidates, the LTO(s) shall not have the opportunity to examine resumes of candidates eliminated by such preliminary screening. Without a prior written agreement detailing the specific procedures to be followed, the LTO shall not check a candidate's references, either commercial or personal, contact his or her employers, past or present, independently arrange for an interview of a candidate, or conduct activities which infringe on the candidate's privacy.

6.09: continued

(o) LHA Board Meetings. When the LHA posts notice of Board meetings pursuant to the Open Meeting Law, M.G.L. c. 30A, § 20, it shall simultaneously provide each LTO with notice of all regular and special LHA Board meetings and a copy of the agenda for each such meeting. The agenda for every meeting of the LHA shall provide a reasonable opportunity for the LTO(s) to be heard on agenda items so long as the agenda items directly bear on common rights, duties or interests of tenants and/or household members and are not subject to the grievance procedures established pursuant to 760 CMR 6.08. After each LHA Board Meeting at which the minutes of a prior meeting have been approved, the LHA shall promptly provide copies of the approved minutes to the LTO.

(4) Additional Resident Participation.

(a) Subject Matter. In addition to the opportunity for residents to participate through LTOs, the LHA shall provide all affected residents, whether or not represented by an LTO, with notice and an opportunity to comment on matters generally involving their rights, status, duties or welfare. Such matters shall include, but not be limited to:

1. the adoption, amendment or repeal of rules or policies regarding the terms of occupancy or use of the development;
2. requests for waivers of regulations;
3. proposed modernization projects undertaken pursuant to 760 CMR 11.00: *Modernization and Development of State-aided Public Housing*, and;
4. development of the LHA's Annual Plan in accordance with 760 CMR 4.16: *LHA Annual Plans*.

(b) Notice and Comments. Unless other applicable notice requirements are specified elsewhere in DHCD regulations, notice to residents under 760 CMR 6.09(4) shall be sufficient if given at least seven calendar days before the event and posted on the LHA's website, in prominent locations in development lobbies or community centers or rooms, and in the LHA's office(s). More notice, including notices delivered by mail, flyers or email, is encouraged. The LHA's notices shall inform residents of the items upon which their comments are sought, how to obtain documents that provide details about those items, and how resident comments will be accepted by the LHA. Notice of meetings to accept oral comments from residents will specify the time, date and location of the meetings.

(c) LHA Board Meetings. Residents shall be given notice of all meetings of the LHA Board or substantially equivalent LHA bodies at the same time as notice is required to be given by 760 CMR 6.09(3)(o) and in the manner described in 760 CMR 6.09(4)(b). The agenda for every meeting of the LHA shall provide a reasonable opportunity for residents to be heard on agenda items so long as the agenda items directly bear on common rights, duties or interests of tenants and/or household members and not on grievable matters regarding individual tenants. Matters concerning individual tenants must follow the LHA's Grievance Procedure established pursuant to 760 CMR 6.08.

(d) Resident Preference in Hiring. The LHA shall give notice to residents and to all LTOs whenever a job at the LHA not covered by an applicable internal promotion policy becomes available to outside candidates. All such jobs shall also be posted in the LHA's central office, on the LHA's website, and in each development's community space. The fact that a job candidate is a resident is a factor to be considered by the LHA in the candidate's favor. In the event that two or more candidates are otherwise equally qualified but one is a tenant or household member, that fact shall entitle the candidate to be considered more qualified than any otherwise equally qualified candidate who is not a tenant or a household member. This preference shall not apply if the effect of applying the preference would be to exacerbate a significant underrepresentation of minorities in the LHA's workforce.

(e) Resident Participation Where There Is No LTO. The LHA shall allow resident participation consistent with good business practices on matters directly affecting residents where there is no LTO. Such resident participation shall include, but not be limited to, reasonable participation of residents in modernization projects similar to that afforded LTOs in 760 CMR 6.09(3)(a). To fulfill its obligations under this section, LHAs shall solicit volunteers to serve as representatives from among interested residents including members of Resident Associations that are not LTOs.

(f) Approval by the Department. Promptly after the Board's vote on a rule or policy, a request for waiver, an Annual Plan, a Capital Improvement Plan, or a budget request, for which approval by the Department is necessary, residents may communicate an objection or concern to the Department in writing, with a copy to the LHA, and the Department shall consider such objection or concern in determining its action on the matter.

6.10: Waiver Provision

An LHA may submit to the Department for approval a request for waiver from the provisions in 760 CMR 6.00. The LHA shall consult with the LTO(s) prior to submitting any such request to the Department. With any request for waiver the LHA shall submit to the Department a detailed written statement setting out why the waiver is needed and the benefit(s) anticipated from the waiver. The LHA shall provide a copy of the request for waiver with any supporting documentation to the LTO in a matter affecting the rights, status, or duties of residents. Within 30 days, any affected LTO may submit to the Department a detailed written statement why a requested waiver should be denied. The Department, in its discretion may approve a waiver if it determines that good cause exists for the waiver which will likely have significant benefit and will likely serve a public purpose.

REGULATORY AUTHORITY

760 CMR 6.00: M.G.L. c. 23B; c. 121B, §§ 29, and 32, St. 1989, c. 151.