

Preservation of Norstin Apartments Resident Disclosure, Policy Statement and Agreement

The purpose of this document is to assure that every resident of Norstin Apartments has sufficient information regarding the plans for the building in which they reside and the affordability status of the property, in order to make an informed decision regarding his/her subsidy type going forward. This document also memorializes commitments of the Cambridge Housing Authority (CHA) and Just A Start Corporation (JAS), the proposed purchaser of Norstin Apartments. Please note that the subsidies, resident choices, and commitments outlined below are applicable only if JAS is able to purchase Norstin Apartments.

A. Background

Norstin Apartments is a 32-unit apartment complex consisting of 4 buildings located at 51 and 62 Norfolk Street and 70 and 77 Bishop Allen Drive near Central Square. The development includes five 2BR and twenty-seven 3BR units.

The buildings were substantially rehabilitated by the current owner in the 1970s with financing provided by MassHousing under the HUD Section 236 program. This program provides for restricted, affordable rents set by MassHousing until March 1, 2012, when the Section 236 mortgage expires. The current monthly rents and utility allowances for the property are as follows:

Bedroom Size	236 Basic Rent (minimum)	236 Market Rent (maximum)	MRVP Rent	236 Utility Allowance (electric lights & cooking)
2 BR	\$1,057	\$1,134	\$840	\$ 54
3 BR	\$1,188	\$1,275	\$945 or \$992	\$ 76

Some units, or tenants, have additional rental subsidies that make their rents even more affordable, through the Massachusetts Rental Voucher Program or the CHA's Section 8 voucher program. Attachment A summarizes the current affordable housing programs at Norstin Apartments and describes how the tenant's portion of the rent is currently calculated.

Once the MassHousing mortgage expires, the owner will be free to convert the property to market-rate housing (rental or condominium). Based on an analysis of current market rents, the following rents could be charged for the property in its current condition (and even higher rents could be charged after completion of renovations):

BR Size	Market Rent
2 BR	\$1,760
3 BR	\$2,200

It is a safe bet that most current tenants would be unable to remain at Norstin Apartments if rents increased to these market levels. To help protect existing residents, the current owner has agreed to pay off the MassHousing mortgage early (on February 1, 2012), in order to qualify income-eligible households who reside in the property on that date for special tenant-based subsidies known as "enhanced vouchers." However, enhanced vouchers do not guarantee that the property will remain affordable in the future, for either current or future tenants. Even with these subsidies,

Norstin Apartments would eventually be lost as a housing resource to lower income residents such as you, over time.

JAS is currently negotiating with the owner to purchase and maintain Norstin Apartments as affordable low and moderate income housing. JAS is a nonprofit community development corporation that provides housing for families with limited means in the City of Cambridge. Over the past 40 years, JAS has worked closely with the City, the CHA, and state and federal agencies to develop 573 affordable rental units and over 90 affordable condominiums for first-time homebuyers.

In order to move forward with the proposed preservation purchase, JAS is seeking a binding commitment from virtually every income-eligible resident stating that he/she agrees to allow the CHA to tie this subsidy to his/her apartment as a project-based voucher, instead of receiving it as a tenant-based enhanced voucher (or keeping his/her current tenant-based voucher, if applicable). Without this level of commitment, JAS will be unable to purchase and preserve the property. And, while current residents may be protected for the short term if JAS cannot purchase Norstin Apartments, no one can guarantee that the property will remain affordable in the future, for either current or future tenants. However, converting the enhanced voucher to a project-based voucher can only be done with the consent of the resident.

In order to cover the cost of acquisition and new mortgage financing, it will be necessary for JAS to increase rents in the property. Most lower income tenants who receive subsidy through enhanced or project-based vouchers will not be affected by this increase, and may even pay less rent in the future. However, some tenants who currently pay less than 30% of income for rent and utilities (the standard for most federal programs) will experience rent increases. JAS will work with tenants to ensure that rent increases are appropriately phased-in to avoid hardship, as explained below.

B. Vouchers

For residents, the two main differences between enhanced vouchers and project-based vouchers are (1) the formula for determining the tenant's portion of the rent and (2) the ability to move with rental assistance. The CHA has agreed to make some exceptions for current and new Norstin Apartments residents. All this is explained below.

1. Enhanced Vouchers

- a. **Description**: Enhanced vouchers are issued to the tenant for use in his/her current apartment. While similar to a regular Section 8 voucher, the key feature is that the value of the enhanced voucher is much higher. This is important because once the MassHousing mortgage is paid off at Norstin Apartments, the owner can charge the market rent, which in Cambridge, exceeds the limits on a regular Section 8 Voucher. By using an enhanced voucher, the resident is able to stay in place and receive the benefit of a larger subsidy to help pay the rent.
- b. **Mobility**: Residents with enhanced vouchers may move with their vouchers at any time after giving proper notice under their lease. When the resident moves from the building, the enhanced voucher becomes a regular Section 8 Housing Choice Voucher that the resident may use wherever he/she chooses.

- c. Rent for Stayers: With respect to the resident's portion of rent, a resident who receives an enhanced voucher (and remains at Norstin) will pay 30% of his/her adjusted household income for rent (and utility allowance)--but there is a minimum amount which the tenant must pay regardless of any future change in income. In general, the tenant must pay the same total dollar amount for rent, plus utility allowance, as the amount required on the date of mortgage prepayment (February 1, 2012). This will generally be higher than the CHA's minimum rent for its other voucher programs. (This minimum rent formula is explained in more detail in Attachment B.) Although the enhanced vouchers will be part of Cambridge Housing Authority's Moving to Work program, the CHA will use the federal regulations for the tenant-based Section 8 Housing Choice Voucher program (currently found at 24CFR 5.601 – 5.634) for rent setting purposes (and the minimum rent provisions described in Attachment B). In addition, for those mixed immigrant families, the CHA will use, as a total tenant payment, 30% of adjusted monthly income plus 10%.
- d. Rent for those Moving: When a tenant (with an enhanced voucher) moves from Norstin Apartments, then his/her voucher becomes a "regular" Section 8 housing choice voucher under the CHA's approved Rent Simplification rules. The maximum amount of the CHA subsidy may be less for a regular voucher than when the tenant lived at Norstin Apartments with an enhanced voucher. A summary of the CHA's approved Rent Simplification rules is attached as Attachment C.

2. Project Based Vouchers

- a. Description: These are Section 8 Vouchers that have been assigned to specific apartments rather than to specific families. In order to attach these vouchers to the property, the owner and the CHA must enter into at least a 15 year contract. During this time, the property is guaranteed to be maintained as affordable. As long as a resident remains in that apartment, he/she enjoys the benefits of the voucher.
- b. Mobility: The resident living in an apartment with a project-based voucher does not have "immediate" mobility. Since the voucher is attached to the apartment and not the family, any request by the family to move means that the CHA must issue a new voucher to the family while maintaining the project based voucher for another family from the waiting list. There is not an unlimited pot of vouchers, and so the CHA must wait for one to become available before it can issue a tenant-based voucher to the family.

The CHA has agreed to two provisions to help residents with project-based vouchers at Norstin Apartments.

First, the CHA will establish a pool of 4 tenant-based Section 8 housing choice vouchers to be used immediately (and on a first-come, first-served basis) for Norstin residents who want to move at any time. However, the CHA will decrease this pool of 4 vouchers by the number of households eligible for a project-based voucher who opt instead for an enhanced voucher, or who choose to retain their existing mobile vouchers. (See Attachment E). Once the voucher is issued, the resident will generally have 4 months to relocate with the tenant-based voucher and, if the resident

does not relocate within that time frame, the resident will lose that tenant-based voucher.

Second, in the event that the pool is exhausted, the CHA will allow Norstin Apartments residents to move, after one year of occupancy, with a tenant-based voucher if one is available. If one is not available, the resident's name will be placed on the CHA's internal project based wait list (chronological by date of request) and be issued a tenant-based voucher when one become available (and before any such vouchers are offered to applicants on the CHA's other waitlists).

In addition, in accordance with its usual project-based voucher policies, the CHA will allow Norstin residents to place their names on the CHA's project-based voucher transfer list and when project-based apartments elsewhere in Cambridge become vacant, the CHA will forward all names on the wait list to that owner for screening and selection.

- c. Rent for Stayers: Those residents staying at Norstin Apartments with a project-based voucher will pay only 30% of adjusted income for rent (and utility allowance). If the family experiences a change of income, they must report it and their portion of the rent is adjusted up or down but continues to be based on 30% of their income. Although these project-based vouchers will be part of CHA's Moving to Work program, the CHA will use the federal regulations for the project-based Section 8 Voucher program (currently found at 24 CFR 5.601 – 5.634) and \$25 as the minimum rent (or total tenant payment). In addition, for those mixed immigrant families, the CHA will use, as a total tenant payment, 30% of adjusted monthly income plus 10%.
- d. Rent for those Moving: When a resident in a project-based apartment requests and obtains a tenant-based voucher (which may involve a wait, as described above), then the tenant-based voucher is subject to CHA's Moving to Work and Rent Simplification rules. A summary of the Rent Simplification rules is attached as Attachment C.

3. Contract Rent Schedule; Tenants who are Over-Income for Enhanced and Project-Based Vouchers; Tenants who Opt to Keep Existing Tenant-Based Voucher; Rent Increases and Phase-In

- a. Contract Rents. Following JAS' acquisition of the property, the following contract rents (maximum rents payable for each unit and subsidy type) will be in effect:

	Column 1	Column 2	Column 3	Column 4
BR Size	Maximum Rent Payable by Over-Income HHs (Market Rent)	Maximum PBV Rent Less Utility Allowance	CHA Payment Standard Less Utility Allowance	CHA Utility Allowance
2BR	\$1,760	\$ 1,581	\$1,623	\$ 62
3BR	\$2,200	\$ 1,891	\$1,927	\$ 73

b. Over-Income Tenants. Current residents of Norstin Apartments who are not income eligible for either an enhanced or a project-based voucher will pay 30% of gross income, less the CHA utility allowance, up to the maximum (market) rent for the unit (column 1). However, the tenant rent will never be less than the maximum project-based voucher rent less utility allowance (column 2). These rent provisions will apply so long as the such resident occupies Norstin Apartments, but the market rent (column 1) and the maximum PBV rent less utility allowance (column 2) may increase or change over time.

c. Current Voucher Holders. Tenants who currently have tenant-based vouchers from CHA or another housing authority may chose to retain them and can continue to stay at Norstin Apartments but their contract rent will be the market rent (column1). This means that they will pay 30% of adjusted income less utility allowance, only if the housing authority's regular voucher payment standard is equal to (or higher than) the market rent for a comparably-sized unit (column 1). If the housing authority's regular voucher payment standard is less than the market rent or if the family is overhoused (see below), the tenant will have to pay a higher amount (and more than 30% of adjusted income). For example, a family who chooses to retain an existing CHA voucher for a 3BR unit at Norstin Apartments will have to pay the difference between \$1,927 (Column 3) and \$2200 (column 1) or \$273, in addition to 30% of adjusted income (for rent and utility allowance).

d. Rent Increases and Phase-In. Some tenants, who now may be eligible for enhanced or project-based vouchers, as well as others who are not income eligible, may experience rent increases under the new program. In most cases, these tenants have been paying less than 30% of income for rent plus utility allowance in the past. In accordance with federal law, no rent increases will be implemented for at least 60 days following mortgage prepayment, and tenants will receive proper notice of any increase.

Rent increases for these tenants will be further limited in three ways:

- Tenants' increased rents, plus utility allowance, will not exceed 30% of adjusted income (or gross income, for tenants not eligible for subsidy). This is the standard for most federal programs.

- Rents will be further capped at the market rent for the unit (or the contract rent for project-based vouchers, if the tenant opts for this program).

- For any household experiencing a rent increase of more than 15% over their current rent, the increase will be limited to 15% during the first lease year, with the remainder going into effect during the second year. JAS will work with households having particular hardship circumstances that may require a modification of the rent increase or an extension of the phase-in period.

4. Overhousing; Tenant Households

a. Overhousing. For all tenants, the determination of whether a household is over-housed (living in an apartment which has more bedrooms than are needed for the number of people in the household) will be based on CHA standards. The current standards are attached as Attachment F. The rules for

when an overhoused tenant is required to transfer and what rent and utility allowance the CHA will use vary by program as explained below:

Overhoused tenants with enhanced vouchers may be required to move to a smaller, more appropriately-sized unit at Norstin Apartments, if and when such an apartment becomes available. If the household refuses to move to a smaller unit that is offered to them, the amount of rental subsidy they receive (if any) may be reduced, and they will generally be required to pay the difference between the rent in their current apartment and the rent in the smaller unit they were offered. Overhoused tenants with enhanced vouchers may remain in their current units, without paying additional rent (and with JAS receiving the subsidy and the tenant receiving the utility allowance for the current unit size), until a smaller unit at the property becomes available for them.

Overhoused tenants with project-based assistance may be asked but are not required to move to a smaller, more appropriately-sized unit, if and when such an apartment becomes available. JAS will receive the subsidy and the tenant will receive the utility allowance for the unit size occupied.

Overhoused tenants with CHA tenant-based vouchers (that are not enhanced) will receive the subsidy and utility allowance for the voucher size that they are entitled to and, as a result, may be paying more than 30% of their income for rent when overhoused. They will not be required to transfer but may choose to do so to decrease their shelter burden.

Overhoused tenants without any subsidy will be required to pay the maximum (market) rent for the unit size they occupy, or 30% of adjusted income minus the CHA utility allowance, if less. They may be offered a smaller unit if one is available, and if they decline to move to that unit, will be charged the maximum (market) rent for the unit size they occupy, regardless of income.

b. Tenant Households. For all tenants, the determination of who the members of a tenant household are will be based on CHA standards. A copy of the CHA's current definition of "household" is attached as Attachment G. For tenants currently residing at Norstin Apartments, all unit occupants who are co-signers on the latest lease, or listed as authorized residents on the lease, or who show proof of non-transient residency in that unit for a period of at least 2 years, will be considered to be members of the tenant household, regardless of familial relationship, if:

- (i) they intend to continue residing in the unit and provide documentation needed to include them in the calculation of the total household income; and
- (ii) for adults with countable income, their income was included in any income certification or recertification completed since that person joined the household, or they submitted a 'no income' statement for that certification.

5. Miscellaneous Provisions

JAS will not displace any current resident of Norstin Apartments except for good cause related to tenant fault.

Current residents of Norstin Apartments who elect either an enhanced voucher or a project-based voucher, will be screened by the CHA (and may be denied) only for income eligibility, immigration eligibility, and the federally mandated reasons found at 24 CFR 982.552(b) and 982.553.

C. Rehabilitation

Following its acquisition of the property, JAS will seek funds for necessary renovations and improvements to be carried out at a future date (most likely during 2013). The scope of renovations will be determined with input from Norstin Apartments residents. Proposed renovations will include:

- renovated kitchens (other than those recently renovated) with new range hoods vented to the outside in all apartments
- new bathrooms
- new flooring, except in kitchens that have been newly renovated
- replacement of damaged unit doors and interior doors where needed
- new light fixtures
- repainting of apartments
- upgraded building entries and stairways.

JAS will hold regular planning meetings with residents for the purposes of obtaining input into, and keeping residents informed of, its plans and timetable for renovations. JAS will provide advance written notice (of at least 48 hours) to tenants for times workers will need to be in each unit; will work with residents who need special accommodations during the renovations; and will minimize the time needed for temporary relocation to accommodate work inside the units. JAS will pay for temporary storage, moving and any temporary housing expenses during the renovation period.

If any unit is required to be renovated as a handicap accessible unit, current Norstin residents with mobility restrictions requiring accessible housing will be given priority for occupancy of that unit and the present resident will be offered another appropriately-sized unit in the project. JAS will develop (in consultation with the residents at Norstin Apartments) a relocation plan within the property and will pay for the costs of any related temporary relocation and moving expenses.

The full extent of renovations will be dependent on financing approvals, which will be affected by a sufficient number of households agreeing to participate in the Project-Based Voucher Program.

D. Future Tenant Selection

1. CHA maintains a wait list for all its project-based voucher units in Cambridge based on date of application, preferences, and emergency criteria. When a vacancy is anticipated in a project-based voucher unit at Norstin Apartments, the owner or manager will notify the CHA's Leased Housing Department and the CHA will then send the owner/manager the names of applicants (eligible for that bedroom size) in the order of CHA's wait list. In addition, the owner may rent the vacant project based unit to a tenant who already has an

enhanced or other CHA voucher. JAS or its manager will screen all applicants in accordance with its Tenant Selection Plan.

2. JAS agrees to rent at least 13.5% of the project-based voucher units at Norstin Apartments to households whose head of household (or sole member) is a nonelderly person with disabilities. Currently, CHA defines elderly as 58 years of age or older.

E. Process and Responsibilities

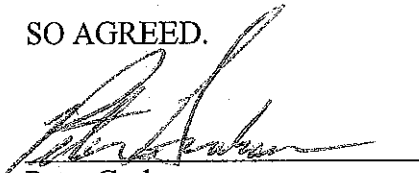
If JAS is successful in purchasing Norstin Apartments, then JAS and the CHA agree to comply with the provisions stated above. If enough residents of Norstin Apartments agree to the conversion from enhanced to project-based vouchers, based on the provisions specified above, then:

- JAS will move forward with its plans to acquire the property in the first quarter of 2012.
- Based on the current owner's prepayment of the MassHousing mortgage on February 1, 2012, HUD will reserve funding for enhanced vouchers which can only be used by income-eligible households who reside in the property on the prepayment date. To be eligible for an enhanced voucher, annual family income must be at or below 95% of AMI. (The income limits are in Attachment D.)
- The CHA will meet with each family in the property and determine income eligibility for receipt of an enhanced voucher and if the family has opted to convert, for participation in the project-based voucher program. To be eligible to participate in the project-based voucher program, annual family income must be at or below 80% of AMI. (See Attachment D). The CHA will also inspect the units in the property for compliance with Housing Quality Standards.
- Any family that has opted to participate in the project-based voucher program that is determined to be over income to participate will still be reviewed for receipt of an enhanced voucher.
- Once each family has been income certified, the CHA will apply to HUD for sufficient funding for each income eligible family and for any other eligible apartment.
- JAS and the CHA will enter into at least a 15 year Housing Assistance Payments (HAP) contract for a specified number of apartments in the building. While JAS needs the number of project-based voucher units to be as close to 32 as possible, there are several factors that will impact this number:
 - The number of current residents who are not eligible for project-based vouchers;
 - The number of current residents who are eligible for project-based vouchers but do not elect to participate in the program. The CHA has pledged a reserve pool of 4 vouchers to offset this shortfall on a "stand-by" basis, upon turnover of the non-participating residents.

- The reserve pool will first be used to cover any initial short fall resulting from eligible tenants who choose not to convert their enhanced vouchers, as a pledge over the life of the contract.
- Any remaining vouchers in the reserve pool will be available on a first-come, first-served basis to families that have opted to convert their enhanced voucher as an immediate resource to move from the building during the course of the contract. (See Attachment E for an example of how this works.)

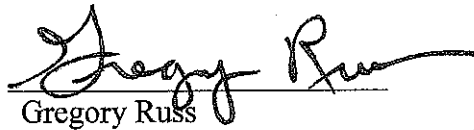
JAS, as a condition of the HAP contract, will keep the project-based voucher units affordable for the duration of the HAP contract, with a commitment to renew the contract on comparable terms, and with the goal of keeping the same number of units affordable for a minimum of 50 years, consistent with the Cambridge Affordable Housing Trust's loan documents. The CHA will offer to renew the HAP contract on comparable terms for at least 3 additional five-year periods, provided that JAS is in compliance with the contract, and subject to continuation of the CHA's Moving to Work authority (or alternative authority) and adequate appropriations.

SO AGREED.



Peter Graham
 Director of Development
 Just A Start Corporation
 1035 Cambridge Street, #12
 Cambridge, MA 02141

1/24/2012
 Date



Gregory Russ
 Executive Director
 Cambridge Housing Authority
 675 Mass Ave., 2nd floor
 Cambridge, MA 02139

1-30-12
 Date



Attachment A

Current Subsidies at Norstin Apartments as of December 2011*

Bedroom Size	Section 236 (Basic)	Section 236 (Market)	CHA tenant-based Section 8 voucher	CHA project- based MRVP
2	0	2	1	2
3	3	16	3	5
TOTAL (32)	3	18	4	7

Tenants with Section 236 only (21 tenants) recertify with Norstin Apartments (Federal Management) now. Tenants with CHA Section 8 Housing Choice Vouchers (4), and with Mass. Rental Voucher Program vouchers (7) recertify at the Cambridge Housing Authority. In the future, tenants with Enhanced Vouchers and Project-Based Vouchers will recertify with the CHA and also with Just A Start's management company.

Current Rent Formulas for Residents at Norstin Apartments

1. Section 236 only: Tenants pay 30% of adjusted income (minus the MassHousing utility allowance) or the basic rent, whichever is greater. However, the rent can never be more than the market rent.
2. CHA tenant-based Section 8 housing choice vouchers: Tenants' rents are calculated under CHA's "Rent Simplification" rules. Tenants generally pay 30% of adjusted income for rent and utilities (applying the CHA utility allowance).
3. CHA project-based MRVP: Tenants at Norstin Apartments pay 40% of "net" income for rent or the maximum MRVP rent established for the project. There is no utility allowance. Income is defined by state regulations and is slightly different from the federal programs listed above.

* These subsidy designations and rents are based on the information provided to JAS by the current owner, but cannot be verified by JAS.

Attachment B

MINIMUM RENT

FOR THOSE WHO STAY AT NORSTIN APARTMENTS WITH ENHANCED VOUCHERS

Residents with enhanced vouchers who stay at Norstin Apartments will pay rent of 30% of their adjusted household income minus the CHA utility allowance for tenant-paid utilities (electricity and electric stoves).

However, there is a minimum rent which such residents must pay regardless of income.

Initial Minimum Rent: This minimum rent is the dollar amount that the resident was paying towards rent on the day of the mortgage prepayment. (*)

Change in Minimum Rent: However, if a resident's gross household income decreases by at least 15% from the income he/she had on the date of the mortgage prepayment, then a new minimum rent is set which is based on a percentage of income (instead of a dollar amount) and this percentage remains in effect for as long as the resident remains at Norstin Apartments with the enhanced voucher. This new minimum percentage is the higher of:

- 1) the percentage of monthly adjusted income that the resident paid for "gross rent" (*) on the mortgage prepayment date; or
- 2) 30%

This percentage is applied to the resident's (reduced) adjusted monthly income to determine the resident's new rent.

(*) Under HUD rules, the resident's "gross rent" (also known as the "total tenant payment") is actually the amount of tenant rent paid to the owner (on the date of mortgage prepayment) plus the CHA utility allowance (in effect on the date of the mortgage prepayment) for tenant-paid utilities. From this amount, the CHA's current utility allowance is subtracted to determine the dollar amount of the initial minimum rent. Since the CHA utility allowance is not expected to change between now and March 1, 2012, the utility allowance is a "wash" and the initial minimum rent is the same as the tenant rent.

Attachment C



675 Massachusetts Avenue
Cambridge, MA 02139
www.cambridge-housing.org
P: 617 864 3020 TDD: 800 545 1833 x112

Una versión en Español de este documento está disponible en, en la Oficina Central del CHA o en la página web de CHA: www.cambridge-housing.org
Yon vèsyon Kreyòl Ayisyen pou dokiman enpòtan sa-a disponib nan Biwo Santral CHA epi nan sit intènèt CHA: www.cambridge-housing.org.
A versão em Português deste documento está a sua disposição no Local Central de Gerencia do CHA e no Website do CHA: www.cambridge-housing.org

RENT SIMPLIFICATION POLICY OVERVIEW – MTW HCV

*Rent Simplification only applies to MTW voucher holders and MTW Project Based tenants.
See Administrative Plan for complete Rent Simplification and all other Leased Housing program rules.*

Determining Income:

Assets: CHA excludes income from assets worth less than \$50,000.

Income: Prospective and past income can be used to calculate income for the purpose of rent determination.

Determining Rent:

Minimum Rent: The minimum rent any household can pay before adjustments for utilities is \$50.00 a month. Households paying minimum rent are referred to social service providers for benefit counseling.

Zero Income Households: Households claiming zero income pay no (\$0.00) rent for 90 days. After 90 days households claiming zero income are required to provide a certification of zero income, a family budget form and pay \$50.00 per month in rent. After 90 days Utility Assistance Payments (UAPs) are not paid to families claiming zero income.

Recertification:

Recertifications: Family household incomes and rents are recertified annually. Elderly and/or disabled household incomes and rents are recertified every other year.

Interim Recertifications: Households who experience significant drops in income or increased eligible childcare and/or medical expenses can have an interim recertification to temporarily reduce their rent.

Households paying interim rents must report any change in the circumstances that required the rent decrease within 30 days and have their rent readjusted.

Family households are limited to 1 interim rent adjustment between regularly scheduled annual recertifications.

There is no limit on the number of times an elderly or disabled household can request an interim recertification between regularly scheduled annual recertifications.

Hardship Waivers:

Eligibility: Households experiencing significant, unexpected, long-term (expected to last more than 30 days) drops in income or increases in eligible expenses may apply for and receive a Hardship Waiver.

Criteria: Household paying more than 50% of adjusted income towards rent and utilities.

Hardship Applications are reviewed by CHA's Hardship Committee. If a Hardship waiver is granted, it counts as an interim recertification.

Family households can apply for Hardship waivers even if they've used the interim permitted between annual recertifications.



Attachment D

HUD Income Limits for City of Cambridge (as of 12/1/11)

Household Size	80% Area Median Income (AMI) Project-Based Vouchers	95% AMI Enhanced Vouchers
1 person	\$45,500	\$54,050
2 persons	\$52,000	\$61,800
3 persons	\$58,500	\$69,500
4 persons	\$65,000	\$77,200
5 persons	\$70,200	\$83,400
6 persons	\$75,400	\$89,600
7 persons	\$80,600	\$95,750
8 persons	\$85,800	\$101,950

Attachment E

Here is an example to explain how the number of units in the project-based voucher (PBV) contract will be calculated, and the use of the "reserve pool" of tenant-based Section 8 housing choice vouchers. These are not necessarily the actual numbers.

The CHA will provide (immediately) project-based vouchers for all units occupied by tenants who are eligible for and elect to convert to PBVs, as well as any vacant units. For each unit occupied by a tenant who is eligible for, but who declines to participate in, the PBV program, the CHA will provide a "stand by" PBV from the reserve pool of 4 vouchers established for Norstin Apartments. These "stand by" PBVs will become tied to the apartment when the tenant vacates. For each unit occupied by a tenant who is not eligible for the PBV program, the CHA will provide a "stand by" PBV (not from the reserve pool) which will become tied to the apartment when the tenant vacates.

Of the 32 Norstin units, assume that 3 are occupied by households who are ineligible for PBVs, 2 are occupied by eligible households who decline to participate in the PBV program, 1 unit is vacant, and 26 are occupied by households who elect to convert to PBVs:

3	not eligible for PBVs
2	eligible for PBV but decline to participate [to be subtracted from reserve pool]
1	vacant
<u>26</u>	elect to convert to PBVs
32	units

In this example, the initial PBV contract would cover 27 units (26 and 1 vacancy). It would also provide for 5 "stand-by" PBVs, to cover the units occupied by ineligible (3) and non-participating (2) tenants.

The 2 PBVs for non-participating tenants would be drawn from the reserve pool of 4 vouchers. The balance of 2 tenant-based vouchers would remain in the reserve pool to be made available, on a first-come, first-served basis, to Norstin residents with PBVs who want to move from the property in the future.

Attachment F**Occupancy Standards:**

- a) No more than two persons shall occupy the same bedroom.
- b) Persons of the opposite sex, other than husband and wife, shall not occupy the same bedroom.
- c) Two children of the same sex shall occupy the same bedroom unless the difference in their ages is 10 years or more.
- d) Two adults of the same sex may be assigned separate bedrooms.
- e) The head of the household and spouse may be assigned separate bedrooms if separate sleeping rooms are required for medical reasons. Similarly, any household member may be assigned a separate bedroom if medically required.
- f) No more than one person shall occupy a single room occupancy.

Attachment G

- Household:** can be any one of the following:
1. Two or more persons who live or will live regularly in an apartment as their primary residence
 - a. all of whose income and resources are available to meet the household's need; and
 - b. who are either related by blood, marriage or operation of law; or
 - c. who have otherwise evidenced a stable inter-dependent relationship.
 2. One person.
 3. Disabled household.
 4. Elderly household.

A household does not include:

- a. Borders, lodgers, or transient paying guests; or
- b. unrelated adults who have not lived as household members on a regular basis.

Head of household: the adult member of the household who is the head of the household for purposes of determining income eligibility and rent.

Disabled household: a household whose head or spouse or sole member is a person with disabilities. The term "disabled household" may include two or more persons with disabilities living together, and one or more persons with disabilities living with one or more persons who are determined to be essential to the care or well-being of the person or persons with disabilities. A disabled household may include persons with disabilities who are elderly.

Elderly household: a household whose head, spouse, or sole member is an elderly person. The term "elderly household" includes an elderly person, two or more elderly persons living together, and one or more persons who are determined to be essential to the care or well-being of the elderly person or persons. A elderly household may include elderly persons with disabilities and other household members who are not elderly.

Elderly person: means an individual who is at least 58 years of age.