Administrative Plan
for the Federal Housing Choice Voucher Program

Part 3 Formerly Public Housing Project-Based Voucher Developments

Updated 07.14.2022

Cambridge Housing Authority

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Background for Part 3 of the Administrative Plan

Cambridge Housing Authority has converted several public housing developments to Section 8 Project Based Vouchers ("CHA Formerly Public Housing (FPH) PBV Developments"). Similar to the conversions covered by Part 2 of the Administrative Plan that applies to the RAD program, there will be a new owner of the property, which will be a Limited Liability Company (LLC). An affiliate of the CHA is a member of the LLC, together with an investor. CHA will continue to be the manager of the development under a Management Contract with each LLC. At the time of this writing, CHA's FPH PBV developments are: John Corcoran Park, Daniel F. Burns Apartments, the formerly state-funded side of Jefferson Park Apartments, Leonard J. Russell Apartments, and Millers River Apartments. (The federally-funded side of Jefferson Park has not yet converted from public housing.)

CHA has amended its Federal Housing Choice Voucher Administrative Plan to include the CHA FPH PBV Developments. Under CHA's Moving To Work Demonstration Program (MTW), CHA has revised some voucher requirements to reflect public housing operations and resident rights as contained in CHA's Admissions and Continued Occupancy Policy (ACOP) that applies to public housing. It is CHA's intention to operate the CHA FPH PBV Developments as closely as possible to the public housing developments they replaced, subject to PBV and of the Low Income Housing Tax Credit Program requirements.

As closings on the conversions occur, and Section 8 PBV becomes effective for particular developments, the provisions of Part 3 of the Administrative Plan will apply to the converted development. Residents who are occupying a unit at that time will be notified. Because the provisions of the ACOP and the Administrative Plan are similar, operations at the developments and the impact on admissions, occupancy, transfer, terminations, and grievance rights, should be continuous and without interruption.

Applicability

This Administrative Plan, established by resolution of the Board of Commissioners of the Cambridge Housing Authority (CHA), describes policies for admission and continued participation. The Administrative Plan is designed for use with a series of procedures. Operational details, forms, checklists, methods, and systems are contained in procedures, rather than in this plan.

The layout of the Administrative Plan is designed to be easy to read. With few exceptions, the terms used in the Administrative Plan are described in Chapter 2 DEFINITIONS. Some policies – such as those dealing with Reasonable Accommodations or the Violence Against Women Act – incorporate the use of many unique terms. In

such cases, additional, policy-specific definitions are provided in the Chapter or Section of the Administrative Plan that deals with that particular policy.

For those with limited English proficiency, this Administrative Plan is available in English, Haitian Creole, Portuguese, and Spanish. Translated versions of this Administrative Plan are available on CHA's website (www.cambridge-housing.org) and may be requested at CHA's Central Office at:

Cambridge Housing Authority
362 Green Street
Cambridge, MA 02139

CHAPTER 1 GENERAL PROVISIONS

A. Mission Statement

The mission of the Cambridge Housing Authority is to develop and manage safe, high quality, affordable housing for low-income individuals and families in a manner in which promotes citizenship, community and self reliance.

B. Purpose of this Administrative Plan

The purpose of this Plan is to provide current and prospective resident households and the greater Cambridge community with a comprehensive guide to the policies governing CHA's federally subsidized programs. The Plan is designed to serve as both a reference document and a guidebook for individuals looking for specific information about CHA's operations. The Executive Director is authorized by the Board of Commissioners to modify and implement procedures as needed in order to meet the requirements of this Plan and its implementation.

The Plan includes a section of definitions of terms used throughout the document. Generally, procedures are referenced, but not described in this Plan.

C. Application of this Administrative Plan

This Plan applies to the following federal family and elderly/disabled sites, once they have converted to Section 8 Project-Based Vouchers:

CHA Federally Subsidized Properties	
Property	**Conversion Date**
Jefferson Park Apartments (Family)	January 1, 2016
Millers River Apartments (Elderly/Disabled)	June 1, 2016
Leonard J. Russell Apartments	March 1, 2018
John Corcoran Park	June 1, 2018
Daniel F. Burns Apartments	June 1, 2018

D. Special Programs

CHA collaborates with several different community based agencies to administer housing programs that accommodate the needs of applicants with special circumstances that make it difficult for them to be admitted into or maintain continued occupancy in a standard unit.

CHA collaborates with the Cambridge Health Alliance's Elder Service Plan (ESP) to establish programs in three developments (Lyndon B. Johnson Apartments, Millers River Apartments and John F. Kennedy Apartments).

The process for admitting residents into the ESP/ PACE units and Aids Action Committee units is based on the applicant's status as a client of the referring agency, a streamlined eligibility screening (income, immigration status and CORI) and unit availability as determined by an agreement with each agency.

1. ESP PACE Program: Agreements between the Cambridge Housing Authority and the Cambridge Health Alliance's Elder Service Plan (ESP) establish programs in three developments (Lyndon B. Johnson Apartments, Millers River Apartments and John F. Kennedy Apartments). At each of these

developments, an entire floor or congregate apartment is designated for housing ESP clients. ESP provides a comprehensive care program that operates to meet medical, hygienic, nutritional and housekeeping needs of program participants.

a. All participants access the program via a referral from the Elder Service Plan and must be clients of the PACE Program who are willing to comply with the program rules and requirements.

b. PACE Program clients may be referred by the PACE Program for placement on one of CHA's special PACE Program floors. Persons who are referred must then be screened for admission to CHA to ensure that they meet the streamlined eligibility criteria. Upon approval by CHA, such applicants are then given priority placement on the waitlists for specific units at the participating developments.

E. Fair Housing and Non Discrimination

1. Civil rights laws guarantee the rights of applicants and resident households to equal treatment by the Housing Authority in operating its programs. It is the policy of CHA to comply with all federal Civil Rights laws and applicable state laws in effect and subsequently enacted, including but not limited to:

   a. Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, or national origin;

   b. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on sex, disability and familial status, and spells out forms of prohibited discrimination;

   c. Age Discrimination Act of 1975, which prohibits discrimination based on age in federally-assisted programs;

   d. Title II of the Americans with Disabilities Act, otherwise Section 504 of the rehabilitation Act of 1973 and the Fair Housing Amendments Act govern (Title II deals with common areas and public space, not apartments); and

   e. All applicable State laws, including but not limited to Massachusetts General Laws Chapter 151B and Chapter 12 Section 11H.

2. CHA does not discriminate because of race, color, age, national origin, religion, sex, military status, sexual orientation, marital status, familial status, disability, or source of income in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a site under the CHA's jurisdiction covered by the Agency's Moving to Work Agreement with the U.S. Department of Housing and Urban Development.

3. CHA does not deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed. Instead each applicant is treated as an individual based on his or her attributes and behavior.

4. CHA will not permit these policies to be subverted for purposes of completing personal or political favors.

5. CHA offers apartments only in the order prescribed by this Plan, since any other method violates the Plan, federal law, and the rights of the other families on the waitlist.

6. CHA will conduct affirmative marketing as needed to ensure that the waitlist includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the eligible population area.

7. Any applicant or tenant with a disability may seek a change in any policy contained in the Plan as a reasonable accommodation under CHA's Reasonable Accommodation Policy (Chapter 11) or as required by law.

F. Privacy, Program Accounts and Records

See Chapter 1, Sections E and H of Part 1 of the Administrative Plan for more details.

CHAPTER 2 DEFINITIONS

Adjusted Income
Household income after allowable deductions.

Administrative Plan
The CHA plan that sets forth the agency's local policies with regards to admissions, occupancy and subsidy standards.

Affiliated Non-Profit
A non-profit corporation that has the same Board of Directors as the CHA Board of Commissioners, so is controlled by the CHA Board of Commissioners.

Applicant or Applicant Household
A household that has applied for, or is currently on the waitlist for a federally assisted development operated by CHA.

Assets
Means cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.

Ceiling Rent
For each development, the ceiling rent is either the Tax Credit Maximum Rent minus utilities, or $1 below the Contract Rent, whichever is higher. Ceiling Rent for each property is identified in the Rent Schedule for that Property. Rent Schedules can be found in Appendix 3 of this Plan.

CHA FPH PBV Developments
Jefferson Park Apartments, previously known as Jefferson Park State, and Millers River Apartments, once converted to PBV.

CHA FPH Developments
Public Housing developments, RAD Developments, and CHA FPH PBV Developments.

Choice Mobility
For residents of projects that have project-based vouchers, the option to obtain a Housing Choice Voucher after a defined period of residency that can be used to rent a private apartment.

Co-Head of Household
An adult member of the household who has the same rights and authority as a head of the household for purposes of determining income, eligibility, and rent.

Congregate Housing

Housing where an individual or family has a private bedroom or living quarters but shares common areas with other residents such as kitchens, baths and recreational spaces.

Contract Rent

The total amount of rent (made up of a tenant portion and a subsidy) for a given unit type. The contract rent is defined in CHA's Housing Assistance Payment Contract for each property.

Designated Housing

A property or portion of a property designated only for occupancy only by elderly or disabled households.

Disability

1. The definition of a person with a disability for purposes of a reasonable accommodation and fair housing follows the definition in Section 504 of the Rehabilitation Act, the American with Disabilities Act, the Fair Housing Act, Massachusetts General Laws Chapter 151B and any other applicable statutes:

    a. "Disability" means a physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment. Disability does not include current use or current addiction to illegal drugs.

2. The definition of a person with disabilities for the purpose of program eligibility is:

    a. A person has a disability as defined in section 223 of the Social Security Act (42 U.S.C. 423) which means:

        - Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or

        - In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

    b. A person with disabilities is determined to have a physical, mental, or emotional impairment that:

        - Is expected to be of long-continued and indefinite duration;
        - Substantially impedes his or her ability to live independently; and
        - Is of such a nature that such ability could be improved by more suitable housing conditions; or

    c. Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 15002)

d. The term “developmental disability” means a severe, chronic disability of an individual five (5) years of age or older that:

- Is attributable to a mental or physical impairment or combination of mental and physical impairments;
- Is manifested before the individual attains age 22;
- Is likely to continue indefinitely;
- Results in substantial functional limitations in three (3) or more of the following areas of major life activity;
    - Self-care;
    - Receptive and expressive language;
    - Learning;
    - Mobility;
    - Self-direction;
    - Capacity for independent living; and
    - Economic self-sufficiency; and
    - reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, supports, or other assistance that is of lifelong or extended duration and is individually planned and coordinated, except that such term, when applied to infants and young children means individuals from birth to age five (5), inclusive, who have substantial developmental delay or specific congenital or acquired conditions with a high probability of resulting in developmental disabilities if services are not provided.

3. The term “person with disabilities” does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

4. A full description of CHA’s Reasonable Accommodations Policy is in Chapter 11 of this Plan.

Disabled Household

A household whose head and/or spouse of head or sole member is a person with disabilities. The term “disabled household” may include two (2) 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.

Drug-Related Criminal Activity

The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to sell, distribute, or use the drug.

Elderly Household

A household whose head and/or spouse or sole member is an elderly person. The term “elderly household” includes an elderly person, two (2) or more elderly persons living together, and one (1) or more persons who are determined to be essential to the care or well-being of the elderly person or persons. An elderly household may include elderly persons with disabilities and other household members who are not elderly.

Elderly Person
An individual who is at least fifty-eight (58) years of age.

Emancipated Minor
A person under eighteen (18) years of age who does not live or intend to live with his or her parents.

Enterprise Income Verification (EIV) System
Enterprise Income Verification System (EIV) is a system intended to provide a single source of income-related data to Public Housing Authorities and the U.S. Department of Housing and Urban Development for use in verifying the income reported by households participating in assisted housing programs. EIV provides CHA administrators with income data from a number of federal databases including, the Department of Health and Human Services' National Directory of New Hires Data (NDNH) and the Social Security Administration.

Full-Time Student
A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended.

Head of Household
The adult member of the household who is the head of the household for purposes of determining income eligibility and rent and has legal responsibility for lease compliance.

Household
A household can be any one of the following:

1. Two (2) 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 needs; 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.

The following instances do not meet the definition of a household:

1. Boarders, lodgers or transient paying guests; or

2. Unrelated adults who have not lived as household members on a regular basis.

Household in Good Standing
Is a household that within the past twenty four (24) months:

1. Is current on rent without having a history of nonpayment or late payment; and if applicable, is current on a repayment agreement;

2. Is current on gas, electric and/or water (if paid by the household) payments to utility suppliers or is current with any repayment agreement with utility suppliers;

    a. Head of household and/or spouse/co-head of household must be named on utility bills and/or payback agreements with utility providers.

3. Is in compliance with the terms of the lease and any house rules or property policies. The household file demonstrates no repeated or serious violations of the material terms of the lease, house rules or property policies;

4. Meets reasonable housekeeping standards as documented by housekeeping inspection reports; and

5. Has not destroyed, defaced, damaged or removed any part of an apartment or the property as documented by housekeeping inspection reports or work orders or other reliable documentation of damage or abuse.

6. Households with pending legal actions or appeals are not in good standing until resolution of the action or appeal favorable to the household.

Income

As described in Chapter 5 of this Plan, there are two (2) types of income calculated by CHA. They are:

Annual Income (as defined under CHA's MTW program): means all amounts, monetary or not, which go to, or on behalf of the head of household or spouse (even if temporarily absent) or to any other household member; or are anticipated to be received from a source outside the household during the period following admission or regular reexamination effective date and that are not included in the list of excluded income in Chapter 5 and Appendix 1 of this Plan.

Adjusted Income (as defined under CHA's MTW program): the income upon which income-based rent is based, means Annual Income less the allowable childcare or medical deductions.

How CHA determines household income using its MTW flexibility is fully described in Chapter 5 of this Plan.

Limited English Proficiency (LEP) Policy

CHA's language policy to ensure meaningful access to individuals regardless of primary language spoken. Persons who do not speak English as their primary language or who have limited ability to read, write, speak, or understand English are provided language assistance through the LEP Plan, which can be found in Chapter 11.

Limited Liability Company (LLC)

A Limited Liability Company is a separate and distinct legal entity that has a Manager, which is an affiliate of the CHA, and Member, which is a tax credit investor who contributes money to develop the project.

Live-in Aide

A person who resides with elderly, and/or persons with disabilities, who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons; and
- Would not be living in the apartment except to provide the necessary supportive services.

A Live-in Aide may be assigned a bedroom but is not added to the lease. See Chapter 3 (page 3-11, item k.) of this Plan for details on the Live-in Aide policy.

Management Contract

An agreement between the Owner and the CHA that provides that CHA continue to operate the development.

Moving to Work (MTW)

Moving to Work (MTW) is a federal demonstration program that allows public housing authorities (PHAs) to design and test ways to:

1. Promote self-sufficiency among assisted families;

2. Achieve programmatic efficiency;

3. Reduce costs; and

4. Increase housing choice for low-income households.

To permit the flexibility needed for this level of innovation, Congress exempted participating PHAs from much of the Housing Act of 1937 and related U.S. Department of Housing and Urban Development (HUD) regulations to allow an MTW Agency the freedom to develop programs to meet the unique needs of the each Agency's community. CHA was one of the first PHAs in the nation to join the demonstration program.

Net Assets

Means the cash value, after deducting reasonable costs that would be incurred in disposing of:

- Real property (land, houses, mobile homes);
- Savings (CDs, IRA or KEOUGH accounts, 401K accounts) checking and savings accounts, and precious metals;
- Cash value of whole life insurance policies;
- Stocks and bonds (mutual funds, corporate bonds, savings bonds); and
- other forms of capital investments (business equipment).

Over-Housed

When a household occupies a unit that is too large for their household composition, pursuant to CHA occupancy guidelines in Chapter 3 of this Plan.

Owner

The Owner of a development is a Limited Liability Company that holds the legal title to the property. CHA continues to have control of the Owner through an affiliated non-profit of the CHA.

Preference

Refers to the priority CHA gives to some applications for housing over others, as described in Chapter 4, Section B. of this Plan.

Project-Based Voucher (PBV)

The subsidy that is tied to a unit under the Section 8 program.

Rental Assistance Demonstration (RAD) Program

The Rental Assistance Demonstration (RAD) is a program that authorizes HUD to allow Public Housing properties to convert to long-term Section 8 rental assistance contracts. Jefferson Park and Millers River Apartments are not included in CHA's RAD conversion.

Reasonable Accommodation

Is defined in Chapter 11 of this Plan.

Supportive Services

Supportive services consist of (1) participation in any of the programs administered by the CHA's Resident Services Department; (2) participation at ACT Board or Committee meetings or local tenant council meetings; (3) participation in any financial literacy event or program (offered by the Cambridge Multi-Service Center, CEOC, or other agency or organization); or (4) participation in any pre-employment, job readiness, training, or educational activity.

Tax-Credit Maximum Rent

The maximum rent (made up of a tenant portion and a subsidy) that can be charged for a unit under the Low-Income Housing Tax Credit (LIHTC) program guidelines. In instances where subsidy is paid, the tax credit max can be exceeded

Tax-Credit Unit

The Low-Income Housing Tax Credit (LIHTC) program provides that investors in low-income affordable housing projects receive a dollar-for-dollar credit against their Federal tax liability. This is a way to raise funds to redevelop and preserve low-income housing. Units in tax credit projects must be rented to eligible low-income individuals for a 15-year period.

Tenant Rent

The amount payable monthly by the household as rent to CHA.

Total Tenant Payment

The amount paid by a household to CHA, as rent plus the estimated amount the household pays for utilities not supplied CHA, as defined in the lease.

Under-Housed

When a household occupies a unit that is too small for their household composition, pursuant to CHA occupancy guidelines in Chapter 3 of this Plan.

Utility Allowance

CHA's estimate of the average monthly utility bills (except telephone and television) for a household. This estimate considers only utilities paid directly by the household. If all utilities are included in the rent, there is no utility allowance. Utility allowances vary by apartment type and are listed on the property's rent schedule.

Veteran

Those honorably discharged individuals that performed wartime service as defined in M.G.L. c. 121B, Section 1 and their spouses who are part of the household, surviving spouses, parents, and other dependents of a deceased veteran.

Violence Against Women Act (VAWA) Policy

The Violence Against Women Act (VAWA) assists CHA in providing rights under the Violence Against Women Act ("VAWA") to its applicants, residents, and other program participants. The VAWA policy is found in Chapter 11 of this Plan.

Waitlist

The waitlist for CHA public housing, and after conversion, RAD developments and CHA FPH PBV Developments.

CHAPTER 3 TENANT SELECTION AND ASSIGNMENT PLAN

A. Qualifying for Admission

The policy of CHA is to admit only applicants who meet the following ten criteria:

1. Is a household.

2. Does not have net assets at the time of admission in excess of $100,000, with the exception of elderly and disabled households are not bound by this requirement.

3. At least one household member must be a U.S. citizen or have eligible immigration status as required by HUD.

4. Must provide or authorize CHA to obtain documentation of Social Security numbers for all household members, or HUD issued Alternative Identification Numbers for household members who do not have Social Security numbers.

5. Meet CHA's screening criteria, including completing a CHA-approved pre-occupancy orientation session as required.

6. Applicants who own real property in which s/he can legally reside are not qualified unless:

    a. A household member or members are unable to reside in the property because of domestic violence; or

    b. The applicant is making a good faith effort to sell the property; or

    c. The property is owned in a country where there is verifiable evidence that the household would face retribution or repression were they to return to the country where the property is owned.

7. Unless up-to-date on a payback agreement, applicants cannot owe any money to CHA, another Public Housing Authority or owner of state or federally assisted housing. If the applicant cannot enter into a payback agreement, the debt must be paid in full.

8. Applicants must be able to obtain utility service applicable to the particular site, and if requested, provide evidence of service. Service must be in the name of the head of household, co-head, or spouse of the head of household.

9. Applicant has income that does not exceed 80% of Area Median Income or CHA's asset limits for program eligibility.

10. Applicant is not an unmarried, full-time student (enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965) under the age of 24 without dependents. Veterans and persons with disabilities are exempt.

B. Screening Applicants for Admission

1. All applicants will be screened in accordance with this Plan.

2. CHA typically relies on third party verifications to determine an applicant's ability to comply with the terms of CHA's lease.

3. The lease is the basis for screening of applicants under this Plan. To confirm an applicant's eligibility and in accordance with CHA's tenant selection procedures, CHA reviews the past three (3) to five (5) years of housing history. Eligibility hinges on an applicant's ability to show that she/he can comply with the terms of CHA's lease as follows:

    a. To pay rent and other charges, such as utility bills, in a consistently timely manner;

    b. To care for and avoid damaging the apartment and common areas;

    c. To use facilities and equipment in a reasonable way;

    d. To create no health, or safety hazards, and to report maintenance needs in a timely manner;

    e. Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;

    f. Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other households or staff;

    g. Not to engage in drug-related criminal activity on or off the premises; and

    h. To comply with necessary and reasonable rules and program requirements.

4. Applicants whose housing situations make it difficult for CHA to determine whether or not the applicants are able and willing to comply with lease terms have to demonstrate the ability and willingness to comply with lease terms with or without a reasonable accommodation. CHA considers alternative means of demonstrating the ability and willingness to comply with the lease terms such as:

    a. Proven ability to make regular, recurring payments;

    b. Proven ability to comply with rules similar to lease requirements; or

c. Other reasonable evidence of the ability and willingness to comply with a lease.

5. Applicants must be able to demonstrate the ability and willingness to comply with the terms of CHA's lease, either alone or with assistance, at the time of admission. Availability of assistance in complying with the lease is subject to verification by CHA.

6. If an applicant or a member of his/her household owes money to CHA, other Public Housing Authority or owner of state or federally assisted housing, the applicant is rejected, unless s/he is current on a payback agreement. If the applicant owes money to CHA or another Public Housing Authority, and there is no payback agreement in place, then the debt must be paid in full within thirty (30) days and such failure to make full payment will result in a finding of ineligibility.

7. CHA will reject an applicant if any household member has been evicted from any state or federally assisted housing for drug related criminal activity in the past five (5) years. However, CHA may admit the applicant if CHA determines that:

   a. The applicant can provide documentation that the household member that was evicted has successfully completed a supervised drug rehabilitation program; or

   b. The household member that was evicted has died, is imprisoned or is in some other way permanently incapacitated and physically unable to enter CHA property; or

   c. The applicant's household will not include the household member that was evicted and agrees not to allow that member on the property.

8. CHA will reject applicants if CHA determines that:

   a. Any household member was convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or

   b. Any household member is subject to a lifetime registration requirement under a State sex offender registration program.

9. CHA may reject an applicant if CHA determines that:

   a. Any member of the household is currently engaging in illegal use of a drug; or

   b. CHA has reasonable cause to believe that a household's illegal use or pattern of illegal use of a drug, may threaten the health, safety, or right to peaceful enjoyment of the premises by other households; or

   c. Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other households; or

d. Any member of the household is fleeing to avoid prosecution, or custody or confinement after conviction, for a felony crime; or

e. Any household member has a criminal history of violence against persons or properties, or serious drug related offense. Criminal incidents may include but are not limited to:

- Homicide or murder, arson, armed robbery, drug trafficking, drug distribution, drug manufacture, domestic violence, weapons offenses, criminal sexual assault, home invasion, child molestation and other crimes against children.

f. Any household member has a criminal history in the past five (5) years that involves crimes against persons or property including but not limited to:

- Vandalism or destruction of property, possession of illegal drugs, threats or harassment, assault or fighting, burglary or breaking and entering, robbery.

g. Any household member has outstanding warrants or pending criminal proceedings related to any of the criminal activities listed in (a.)-(f.), above.

10. An applicant that has intentionally misrepresented information related to eligibility, preference for admission, housing history, allowances, household composition or rent will be rejected.

- CHA will move to evict any household admitted on the basis of misinformation.

11. Screening Applicant Claiming Mitigating Circumstances:

a. If negative information is received about an applicant, CHA will consider the time, nature, and extent of the applicant's past conduct and factors (also referred to as mitigating circumstances) that might indicate favorable future conduct. To be considered, the factors indicating favorable future conduct must be verifiable.

b. CHA will consider applicants with negative behavior in their recent past if s/he can document, to CHA's satisfaction, that s/he has been rehabilitated.

12. An applicant with a disability that believes a denial is connected to his/her disability is advised to seek reasonable accommodation prior to requesting an informal meeting or Conference Panel.

13. Once status is determined, qualified and unqualified applicants are contacted.

a. Qualified applicants are notified in writing by CHA that his/her file has been certified (approved) and are either offered a unit or are provided an estimated waiting time for an offer at the site the applicant chose.

b. A Notice of Denial is sent to unqualified applicants. The notice states a brief reason for the denial and offers the applicant the opportunity to appeal.

c. If CHA's denial is based on an applicant's criminal history, a copy of the criminal history report and the part of the criminal record that makes the applicant unqualified will be included with the notice of denial.

d. If applicants dispute the reason for denial they have the right to have the decision reviewed.

- Applicants receiving Notices of Denial can request to have the denial reconsidered by the Director of Operations or a designee by submitting a request within ten (10) business days of receipt of the denial.

- Denials reconsidered and upheld by the Director of Operations or a designee can be appealed to CHA's Conference Panel within ten (10) business days of receipt of the denial.

- Requests for Conference Panels can be obtained through CHA's Legal Department.

e. If an application is denied, the applicant cannot reapply for one (1) year after the date of the final denial.

C. Making Apartment Offers

1. For apartments with **accessible features** offers are made in the following order:

   a. Approved transfer household that needs the apartment features and resides at any other CHA site;

   b. A household from the waitlists that needs the apartment features;

   c. Any transfer list household, including households that do not need the apartment features;

   d. Any waitlist household, including households that do not need the apartment features.

2. Apartments in **family sites** are offered to New Admissions in the following order:

   a. Approved Emergency Admissions;

   b. Households from the waitlist, sorted by preference and then by date and time of application.

   c. Both a and b above are subject to the following limitation for admissions to Jefferson Park Apartments: No residency preference shall apply to any admission where 70% of units are occupied by residents admitted with a residency preference. Selection of applicants for the 30% no

preference will be accomplished by creating a lottery of existing Jefferson Park Apartments waitlist applicants that is not sorted by preference, and selecting the applicant(s) for vacancies by lot.

3. Apartments in **elderly sites** are offered to New Admissions from the waitlist in the following order:

    a. Approved Emergency Admissions;

    b. Elderly applicants with a preference, sorted by time and date of application;

    c. Elderly applicants without a preference, sorted by time and date of application;

    d. Other applicants with a preference, sorted by time and date of application; and

    e. Other applicants without a preference, sorted by time and date of application.

4. CHA's Designated Housing Plan requires that 13.5% of residents in elderly sites be non-elderly disabled households.

    a. Apartments are offered to non-elderly disabled New Applicants before any other New Applicants when the number of non-elderly households drops below 13.5% at any site.

    b. CHA will continue offering apartments to non-elderly disabled New Applicants until the site reaches the 13.5% requirement.

5. For underhoused households, there is no internal transfer waitlist. These households may apply to CHA's SBWLs with a local preference. All underhoused households that exceed CHA's maximum occupancy guidelines as of August 1st, 2018 will be placed on the waitlist for the development in which they currently inhabit prior to that date, in accordance with the hierarchy. They will receive an effective application date (also referred to as a sequence date) of the day the household first exceeded CHA's maximum occupancy standards.

    All overhoused households as of August 1st, 2018, will be placed on the waitlist appropriate for their bedroom size at the development in which they currently reside. They will receive a sequence date of the day the household became overhoused.

6. Applicants whose income exceeds 60% of Area Median Income (AMI) are ineligible for a LIHTC unit and therefore will remain at the top of the waitilist. They will not receive an apartment offer until an appropriately sized non-tax credit unit is available.

7. From time to time CHA may determine that there needs to be a preference for selecting households from the waitlist with incomes from 40% to 80% of Area Median Income (AMI). However, CHA will use the Annual Plan process or an amendment to the Plan to activate this preference in any CHA fiscal year (April 1 to March 31). **In either case a thirty (30) day public notice is required.** This preference will operate in a ratio to other new admissions from the waitlist. There will also be a cap on the total

number of such families to be housed in any given fiscal year. The cap will be based on the percentage of 40% to 80% families on the waitlist as described in the Annual Plan.

8. When making an offer to the waitlist, CHA will match the apartment available to the highest placed certified applicant for an apartment of that size, type and special features (if applicable). Remember, the applicant's placement on the waitlist is determined by preference and date/time of application. The only time that applicants are taken out of order is when an applicant qualifies for emergency status or CHA is using its option to target applicants who are between forty percent (40%) to eighty percent (80%) of area median income (AMI); or the apartment being offered has accessible features and the next applicant household that needs the features is further down on the waitlist; or the apartment being offered is a tax credit unit and the applicant at the top of the waitlist is ineligible for the LIHTC program.

9. The applicant must accept any apartment offered within three (3) business days of the date the offer is communicated (by phone or from the delivery day if by mail, or the method of communication designated by an applicant household with disabilities). If the apartment being offered is not ready please see Section D on "Showing Apartments and Leasing Requirements."

    a. If the applicant fails to respond to the offer of an apartment within the three (3) business day time period, s/he will be removed from the waitlist.

    b. After sixty (60) days, applicants withdrawn from the waitlist during screening for failure to respond have the opportunity to show good cause for not responding, but have no rights to appeal if CHA does not see good cause for reopening the application.

    c. If the applicant declines the offer of an apartment without good cause, his/her application will be removed from the waitlist and will be unable to reapply for one (1) year.

    d. If CHA intends to remove the applicant from the waitlist for rejection of an apartment, CHA will forward a letter by first class mail, informing the applicant of the action and offering the applicant an opportunity to appeal the removal to a Conference Panel.

    e. CHA does not remove an applicant from the waitlist if reasonable circumstances prevented the applicant from responding to an offer.

    f. CHA allows extensions to the three (3) day time period when there are reasonable circumstances.

10. "Good cause" refusals of apartment offers do not result in removal from the waitlist. The applicant must be able to document one of the situations below in order to show "good cause":

    a. The applicant is willing to move but it is unable to do so at the time of the offer because of temporary hospitalization or recovery from illness of the head of household, other household members or live-in aide;

b. The applicant demonstrates that acceptance of the offer would place a household member's life, health or safety in jeopardy; or

c. The apartment is inappropriate for the applicant's disabilities, or the household does not need the accessible features of the apartment offered and does not want to be subject to the thirty (30) day notice to move contained in CHA's lease.

11. If a unit becomes available in a development whose waitlist contains no applicants, CHA will offer the unit to the top twenty (20) certified applicants by application date, on every other site-based waitlist, for the appropriate bedroom size and development type, based on application date and preference.

    a. Affirmative responses to offers will be sorted by application date and time.

    b. If an offer is made and accepted by an applicant, the applicant is removed from all other waitlists.

    c. All other applicants' status on the waitlists remains unchanged.

    d. Applicants may refuse the offer with or without good cause. Applicants refusing offers of units are not removed from waitlist in this instance.

12. When it becomes necessary to offer an accessible apartment to a non-disabled applicant/current household, CHA will require the household to agree, in writing, to move to an available non-accessible apartment within thirty (30) days from when the accessible features of the apartment are needed by a current household or an applicant from the waitlist. This requirement is also reflected in the lease or addendum to the lease signed with the applicant household.

13. If an applicant is being screened for a tax credit or new construction property and the household is determined to be ineligible for that property (e.g. over-income, student status, etc.), the applicant will be allowed to select another waitlist. The household will be placed on that waitlist based on the original application date and preference.

D. Showing Apartments and Leasing Requirements

1. Applicants have an opportunity to see the apartment being offered before they accept the offer and lease the apartment**.**

2. If CHA offers apartments that are not "ready," meaning that CHA is still preparing the apartment for a new occupant, the property manager will verbally describe the remaining work to be completed and will provide this information in writing.

a. Applicants who are offered and then shown an apartment that is not "ready" are not exempted from the three (3) day time limit noted above.

b. An applicant refusing with good cause will be offered another apartment in the same site when one becomes available.

c. The applicant will pay the pro-rated rent and security deposit at the time of lease-up. If the lease-up date is within ten (10) days of the end of the month, the applicant must pay the pro-rated rent plus the rent for the following month. Only money orders will be accepted as payment.

d. If an applicant does not have the full amount due at the time of lease-up CHA will accept fifty percent (50%) of the total amount due (including security deposit) to hold the apartment for the applicant.

- CHA will temporarily hold the apartment for five (5) business days.
- The applicant forfeits the payment and is removed from the waitlist if the remaining amount due is not paid in full within five (5) business days of the original lease-up date.
- The pro-rated rent due is based on the original lease-up date, not the day the remaining payment is made.

e. Applicants who cannot view the apartment because of the action or inaction of a CHA employee will be provided additional time to accept an offer.

f. CHA will not move a household into an apartment that does not meet basic habitability standards, including applicable HUD and CHA occupancy standards and the State Sanitary Code.

3. The head, spouse, and other co-head of the household and an authorized representative of CHA must sign the lease prior to move in.

4. Prior to move in, the household will be required to pay a security deposit as provided by Massachusetts General Laws. The security deposit will be the lesser of $200 or an amount equal to the first month's rent.

- If a household transfers from one CHA apartment to another, the Operations Department will execute a new lease for the new apartment unless the circumstances described in Chapter 9 Section, article 3 apply.

5. At the time of leasing, the new household will receive a copy of CHA's lease and the following attachments:

a. Resident Orientation Packet and Handbook;

b. Pet Policy (if applicable);

c. Any additional amendments or riders;

d. LEP statement;

e. Lead paint notification;

f. "How to Pay Your Rent" handout;

g. "How to Apply for a Hardship Rent";

h. Statement on Reasonable Accommodation and Accessibility; and

i. VAWA statement.

E. Occupancy Guidelines

1. Only families of the appropriate size will be allowed to occupy apartments. These guidelines maintain the quality of the apartments, while preserving them from excessive wear and tear or underutilization. Exceptions to apartment size may be made in the case of a reasonable accommodation for a person with disabilities.

NUMBER OF BEDROOMS	MINIMUM PERSONS PER UNIT	MAXIMUM PERSONS PER UNIT
	Fewest Household Members	*Most Household Members*
0 Bedrooms	1 person	1 person
1 Bedroom	1 person	2 people
2 Bedrooms	2 people	4 people
3 Bedrooms	3 people	6 people
4 Bedrooms	4 people	8 people
5 Bedrooms	5 people	10 people
6 Bedrooms	6 people	12 people

2. The following principles govern the size of the apartment for which an applicant will qualify:

   a. Generally two (2) people are expected to share a bedroom.

   b. Children of the same sex, eighteen (18) years of age and below, whose birth dates are more than ten (10) years apart, will not be required to share a bedroom.

   c. Children of opposite sexes will not be required to share a bedroom.

   d. Adults (eighteen (18) and over) who are spouses are required to share a bedroom.

   e. Adults (eighteen (18) and over) who are co-heads are not required to share a bedroom, but may do so at their request.

f. Adults (eighteen (18) and over) who are neither spouses nor co-heads are not required to share a bedroom although they may do so at their request.
g. A single head of household parent will not be required to share a bedroom with his/her child, although they may do so at their request.

h. An unborn child will not be counted as a household member in determining apartment size.

i. Apartment size will be determined by the household members present (including custody arrangements) at the time of application with exception made for household members temporarily away for school or military service or children in temporary custody of an agency, provided that there is expected reunification within a twelve-month period.

j. In cases of joint legal or physical custody, the household will be awarded a bedroom only if, over the past twelve months, the child has spent more than 50% of their time living with the household, or other reasonable evidence of a change in custody.

k. A live-in aide may be assigned a bedroom but will not be added to the lease.

l. CHA does not permit a live-in aide's household members to reside in the apartment.

m. Foster children or foster adults who are listed on the application or lease will be housed in accordance with the guidelines above.

n. One-bedroom apartments in designated elderly properties will be leased first to elderly couples or single persons with live-in aides, second to single person households.

o. Occupancy standards are subject to the State Sanitary Code.

p. Living rooms may be used as a bedroom at a household's discretion, subject to the State Sanitary Code.

G. Family Reunification

CHA may approve additional bedroom(s) for applicant or resident families requesting additional bedrooms for purposes of reunification of household members. CHA must obtain verification from the appropriate agency that this is a household for whom the lack of adequate housing is a primary factor in the imminent placement of the household's child or children in out-of-home care, or in the delay of the return of a child or children to the household from out-of-home care.

CHAPTER 4 APPLYING FOR CHA FPH PBV DEVELOPMENTS, WAITLIST, PREFERENCES

A. Organization of the Waitlists

1. Site-based Waitlists: CHA has subsidized properties located throughout the City of Cambridge that are designated as Elderly/Disabled, Family or Single Room Occupancy. Each separate waitlist is maintained for a development or neighborhood by bedroom size. Waitlists are organized by development or neighborhood portfolio as follows:

FAMILY SITES (WAITLIST ORGANIZATION)			
JACKSON GARDENS+	JOHN CORCORAN PARK*	LINCOLN WAY+	NEWTOWNE COURT+
ROOSEVELT TOWERS* (mid-rise)			
The following properties are grouped together as a portfolio which includes multiple properties as follows:			
JEFFERSON PARK	PUTNAM GARDENS+	ROOSEVELT TOWERS (low-rise)	WASHINGTON ELMS+
JEFFERSON PARK APARTMENTS+	RIVER HOWARD HOMES+ WOODROW WILSON COURT+	WILLOW STREET HOMES+	

ELDERLY/DISABLED HOUSING (WAITLIST ORGANIZATION)			
FRANK J. MANNING APTS. +	HARRY S. TRUMAN APTS.	JOHN F. KENNEDY APTS. +	LINNAEAN STREET
LEONARD J. RUSSELL APTS.*	LYNDON B. JOHNSON APTS+		
The following property is grouped together as a portfolio which includes multiple properties as follows:			
DANIEL F. BURNS APTS.*	MILLERS RIVER APTS.*		
WEAVER APARTMENTS*			

SINGLE ROOM OCCUPANCY (SRO)++	
ST. PAUL'S RESIDENCE	116 NORFOLK STREET

* Indicates a development which will not convert RAD

++ The properties designated under Single Room Occupancy draw from separate waitlists. For admission to St. Paul's Residence SRO units, please refer to Chapter 17.B.4 in Part 1 of the Administrative Plan. For admission to 116 Norfolk Street, please refer to Chapter 1.D.3 of the ACOP and Chapter 1.D.3 of Part 2 of the Administrative Plan.

a. Prior to making their selection, applicant will be informed of the length of each list, the average number of vacancies filled each year for each property and the estimated waiting period that the applicant can expect.

b. Applicants can change their site selection(s) once per year.

c. The waitlist and offers are administered by the Operations Department out of CHA's Central Office and not at the properties.

d. The waitlist uses a two-tiered preference system. This system gives applicants qualifying for a preference an opportunity to receive an apartment offer ahead of applicants that do not have a preference. The preferences are a way of organizing the waitlists to address local housing issues and

agency policy. Without preferences applicants on a waitlist would be "organized" only by the date and time of application.

e. All CHA properties that are 10 units or smaller, will be filled by transfers. If a transfer candidate is unavailable, CHA will offer the vacant scattered site unit to an applicant household that has been screened for a property that is in close geographical proximity to the scattered site. Refusal of a scattered site unit offer will not require good-cause since these units are not advertised at the time of application.

f. Each site-based waitlist will be organized in accordance with the hierarchy outlined in Chapter 16, Section M (Waitlists) of the Administrative Plan Part 1. The hierarchy is as follows:

i. Applicants with an approved Emergency Status and applicants or participants in any CHA housing program with a certified VAWA claim
ii. HCV, PH, or FPH participants with an approved Reasonable Accommodation
iii. Current RAD, PH, FPH, and NC participants who:

- Are Over-housed subject to Ch. 3-C-5
- Are Under-housed and exceed our maximum occupancy guidelines subject to Ch. 3-C-5
- Require an accessibility transfer
- Currently have a tenant-based voucher administered by the CHA

iv. Current participants in any CHA housing program or waitlist applicants with a local preference
v. Applicants without a local preference

B. The Preference System

1. Applications are placed on a waitlist in one of the following groups:
    - Emergencies
    - Preference
    - No Preference

PREFERENCE APPLICANTS – *Will be housed first*

- Those permanently living in Cambridge
- Those living in a Cambridge shelter or transitional facility – including those relocated out of Cambridge by the Department of Housing and Community Development (DHCD) or another service provider
- Non-resident applicants employed or about to be employed in Cambridge
- Veterans as defined in Massachusetts General Laws (M.G.L.) c. 121B § 1

ALL OTHER APPLICANTS – *Will be housed after all Preference Applicants*

2. Within each group applications are ordered on the waitlist by the date and time an application is received.

3. As units become available CHA selects applicants from the top of the list and works down. Applicants without a preference will only be selected when CHA runs out of applicants with a preference.

4. The following preference policies are universally applied to all Federal Programs through the governing documents.

    a. **Emergencies**: Households with emergency status that also meet eligibility requirements are housed ahead of all other families on a waitlist.

NOTE: Please see Section C below for a complete discussion of the emergency criteria.

    b. **Preference**: A preference will be granted to applicants who are otherwise qualified, and who, at the time of the offer (immediately prior to execution of a lease) are verified to meet one of the following criteria with the understanding that each criterion carries equal weight and shall not be ranked or combined in any way to grant a "higher" preference:

    Resident of Cambridge: An applicant who is permanently living in Cambridge on the date that s/he submitted a preliminary application, the date of screening, and the date of final certification. Although there is no requirement that an applicant live in Cambridge for a specified period of time before becoming eligible as a household, the applicant's housing arrangements must have been intended to be permanent and not temporary in nature. However, if an applicant is temporarily living with relatives or friends in Cambridge or living in a shelter in or outside of Cambridge and in either case, the applicant's last permanent residence and domicile was in Cambridge, then s/he shall still be considered a resident of Cambridge. Residents also include households living in Congregate Housing or Single Room Occupancy arrangements, as well as families that receive housing assistance under a Federal or State program in Cambridge.

    EXAMPLE: An applicant that applied while sleeping on a friend's sofa for a few nights does not count as a "permanent" resident of Cambridge. However, if this applicant could show his/her last permanent place of residence was Cambridge, s/he would qualify for a preference.

    Residency and Transitional Households: An applicant that is currently living in a Cambridge shelter or transitional facility OR was living in a Cambridge shelter or transitional facility but was later relocated by the Department of Transitional Assistance (DTA) and/or service provider to a facility outside of Cambridge since the time they submitted their original pre-application.

    EXAMPLE: An applicant applies to the waitlist from a shelter in Cambridge and after seven (7) months is transferred to another shelter facility in Medford because of space constraints. The applicant continues to be considered a resident.

    Employed or about to be Employed: Any non-resident applicant employed or about to be employed in Cambridge on the date of application, the date of screening, and the date of final certification. This includes self-employed persons who can demonstrate specific arrangements to carry out their

employment activity in Cambridge. The preference for employment is not limited to permanent, continuous or full-time employment.

EXAMPLE: An applicant residing in Somerville but working in Cambridge is eligible for preference.

Veterans: Those honorably discharged individuals that performed wartime service as defined in M.G.L. c. 121B, Section 1 and their spouses who are part of the household, surviving spouses, parents, and other dependents of a deceased veteran that apply for any housing receive a preference. Veterans as defined in M.G.L. c.121B § 1 with the same date of application applying for housing will receive a preference in the following order:

- Veterans with a service-connected disability;
- Families: surviving spouses who are part of the household, parent(s) or other dependent(s) of deceased veterans whose death was service connected; and
- Other veterans.

5. Non-Preference Households: Families on the waitlist without a preference.

C. Emergency Status

CHA has a process where an applicant with a preference can be moved to the top of the list if the household meets certain criteria. Should an applicant meet the criteria, they are deemed to have emergency status and are screened for the next available apartment in a development that suits their household need or, in some cases, a Housing Choice Voucher.

- Emergency status for a victim of domestic violence requires that the situation meet certain conditions as described below.
- Emergency status applicants in other categories must first qualify for a preference as described in B. 4., above.

1. Emergency Criteria for Victims of Domestic Violence:

   a. **Victim of domestic violence:** The applicant or household member is a victim of domestic violence (as defined in the Abuse Prevention Act at M.G.L. c. 209A or the Violence Against Women Act, (Pub.L. 109-162, 2005), and:

      - The applicant has been displaced from his/her Cambridge dwelling unit due to domestic violence and has not secured permanent housing; further the last incident of abuse (threatened, attempted, actual) has occurred within six (6) months of CHA's receipt of the emergency application; or

- The applicant or household member is recently displaced or likely to be displaced from his/her Cambridge dwelling unit due to the loss of income from an abuser who must leave the home (e.g. restraining order issued); and the applicant's rent is documented to be more than 50% of his/her monthly adjusted income as a result of the loss of income from the abuser being separated from the household.

b. If emergency status is granted, CHA will consider this an emergency to be addressed by the issuance of a voucher.

c. In determining emergency status under the domestic violence category the applicant must show:

- That s/he is/was a permanent and approved resident of the Cambridge dwelling unit;

- That the abuser is/was also a permanent and approved resident of the Cambridge dwelling unit when potential displacement is claimed through loss of income; and

- That he/she, or affiliated individual (a spouse, parent, brother or sister, or child of a victim or an individual to whom the victim stands in loco parentis; or any other individual, tenant, or lawful occupant living in the resident household of that individual), is a victim of domestic violence by submission of a certification and, if required by CHA, provide third party documentation as described below.

The certification form to be submitted is provided by HUD as part of compliance with the Violence Against Women Act (VAWA). A copy of the form can be found on CHA's website and is available from CHA's Central Office. Depending on initial review of the circumstances, CHA may require more specific, third party documentation to verify that the applicant or household member is a victim of domestic violence.

Third party documentation includes a police or court record of the domestic violence; other documentation signed by the victim and an employee, agent, or volunteer of a service provider, a social service provider, domestic violence shelter staff, school personnel, attorney, social worker or a medical professional (psychologists and mental health providers) from whom the victim has sought assistance in addressing the domestic violence. The professional will attest, under penalties of perjury, to the professional's belief that the incident(s) in question are bona fide incidents of abuse. CHA shall not make contact with the abuser if doing so would create a risk of harm to the person claiming abuse and CHA shall maintain confidentiality of all information as per the VAWA policy (See Chapter 11b of this Policy).

If the applicant is granted emergency status, the applicant must provide the name of the abuser (unless provision of such information poses risk of danger) and shall certify that the abuser will not reside with the applicant.

2. Other Emergencies: For the remaining emergency categories the applicant must first qualify for a preference category as defined above and meet the specific criteria of the emergency category

a. **Victim of a Natural Disaster:** The applicant is a preference household and has been left without housing because of natural disaster such as a fire or a flood.

- The applicant must show that s/he was a permanent and approved resident of the property;
- The applicant or any member of the household was not responsible for the situation that caused the displacement; and the damage to the property must be sufficient enough that the property has been condemned and repairs are estimated to exceed two (2) months.

b. **Notice to Vacate by the City of Cambridge:** The applicant is a preference household and has been given notice by the City to vacate an apartment and did not know of the issues that led to the order to vacate.

- The applicant must show that s/he was a permanent and approved resident of the property;
- The applicant or any member of his/her household was not responsible for nor substantially contributed to any of the issues that led to the order to vacate;
- The conditions that led to the condemnation or other orders to vacate the property could not have been evident at the time that the applicant and his/her household moved into the apartment.

c. **No Fault Eviction:** The applicant is a preference household and is imminently faced with displacement by court order in a "no fault" eviction case and the applicant has an absolute deadline to vacate their current home within ninety (90) days or a time set by court order; or has been displaced by court order in a "no fault" eviction case within six (6) months of CHA's receipt of the emergency application and has not secured permanent housing.

- Receipt of a notice to vacate from a landlord is not sufficient. Applicant must show documentation that the landlord has received a judgment for possession and receipt of the judgment was not based on a default by the applicant; and
- The applicant can show that his/her total household income is less than 60% of AMI and has been less than 60% of AMI for the proceeding twelve-month period.
- "No fault" evictions shall not include evictions for nonpayment of rent.

For applicants that do not meet the criteria for "no-fault" eviction and are not otherwise qualified for emergency status, CHA will expeditiously issue an available Housing Choice Voucher if:

a. applicant is earning no more than 80% of area median income; and
b. has resided in their current Cambridge apartment for a period of at least one year; and
c. is faced with a rent increase of 25% or more; or
d. has a shelter burden (using CHA's utility allowance) of 40% or more of gross household income; and
e. the owner of the apartment is willing to enter into a Housing Choice Voucher Housing Assistance Payment Contract for the unit in which the applicant is living or another appropriately sized Cambridge apartment owned by the same landlord or affiliated landlord.

3. Applicants who are determined to lack a preference and/or none of the emergency criteria apply to their circumstances are precluded from being considered for emergency status and will be provided with a detailed explanation of the reasons for the denial. This explanation will inform the applicant of his/her right to appeal the staff decision directly to the Executive Director or his/her designee by submitting a written response and/or additional information within twenty –one (21) days. The Executive Director's decision regarding preference eligibility is final with no right to appeal.

4. Applicants who are determined to have a preference and appear to fall within one of the emergency criteria will be provided the opportunity to document their situation to a CHA staff person that was randomly assigned to perform the intake.

    - While a CHA staff person does not advocate on behalf of the applicant, s/he is expected to work with the applicant to collect documentation that will support the applicant's claim.

    - Once the applicant has been provided sufficient time to document their situation, the staff person will present the applicant's case to the Emergency Review Committee.

    - The Emergency Review Committee shall be made up of no less than three (3) members of the Leased Housing Department and will be chaired by the Director of Leased Housing or his/her designee and will meet once per week.

    - The Emergency Review Committee will only review documentation contained in the applicant's file, no testimony or presentation from the applicant is allowed. The staff person that performed the intake presents the documentation to the committee.

    - The Emergency Review Committee makes a recommendation to the Executive Director based on the documentation contained in the file at the time of the presentation unless the Chair, at his/her sole discretion, opts to table a recommendation and request additional information.

    - The recommendation of the Emergency Review Committee is sent to the Executive Director or his/her designee and s/he may either concur or overturn the recommendation.

5. CHA's Conference Panel will hear appeals related to those cases that have advanced through the Emergency Review Committee, and whose case has been acted on by the Executive Director or his/her designee.

6. Only one emergency application for a particular emergency per household will be accepted.

EXAMPLE: A mother and daughter who lost their two-bedroom apartment to fire cannot each apply for a one bedroom through the emergency application process. For emergency consideration, they must apply as a household for a two bedroom.

D. Maintaining the Site-Based Waitlists

1. CHA will update its waitlists periodically, by contacting all applicants in writing or by the method designated at initial application by applicants with disabilities.

    a. Once the preliminary application has been submitted, it is the responsibility of the applicant to notify CHA via the applicant portal in writing of any changes of address, or by submitting an information change form, or other written documentation

    b. For any change in address, applicants need to enter the address change in the applicant portal only once, regardless of how many lists they are on. If the applicant is unable to use the applicant portal, s/he may submit an information change form.

    c. CHA will send all correspondence relating to a pending application to the address and/or email address provided by the applicant. No response to an email will not result in an applicant being removed from the list.

    d. Correspondence marked as "unknown, return to sender, forwarding address unknown, or no such address" will result in the removal of that applicant from all program waitlists (FPH and HCV waitlists).

2. Applicants may apply to as many waitlists as desired.

    a. Each site list is then set up by preference group and then within the group, by date and time of application.

        - A final, single, site choice must be made when an applicant is called in to begin being screened for a unit.

    b. With respect to placement, each list works independently of another.

        - Depending on the rate of vacancies at each property, an applicant could be 10th from the top on one list and 100th from the top on another list, even though the preference group is the same and the date of application is the same.

        - Written changes submitted by an applicant will affect all lists that the applicant has applied for.

3. Applicants are expected to select only the wait lists for the properties where they are willing to reside. CHA may screen applicant for any wait list that the applicant has selected. Failure to attend a screening appointment or failure to complete the screening process in a timely manner will result in removal from all waiting lists. After being screened, refusal of a unit offer without good cause will result in the removal of the applicant household from all site based wait lists under the ACOP, this Plan and the Administrative Plan Part 3.

4. Applicants are given a new position number when a change in circumstances results in their application receiving a preference under the CHA's policies (see Chapter 4, Section B (4) above). The application is

re-sequenced with the date of preference status change, which will then determine position on the waitlist.

a. If an applicant status changes to having a local preference, they become a preference applicant and are sequenced according to the date when they received their preference status.

b. If an applicant changes from having had a local preference to no longer having a preference, they keep their original application date, but now as a non-preference applicant.

EXAMPLE: Sally, Ramon and Frantz all qualified for a preference. On 11/30/2007, Sally has a change of circumstances and is no longer eligible for a preference and needs to be moved from the local preference group to the no preference group. In this case, Sally retains her application date of 7/23/07 and is placed on the list between John and Sharon.

Prior to Change (Sally qualified for a Preference)		**After Change**		
1. Ramon	4/19/2007	1. Ramon	4/19/2007	
2. Sally	7/23/2007	2. Frantz	11/10/2007	*With Preference*
3. Frantz	11/10/2007	3. John	5/4/2006	*No Preference*
4. John	12/5/2006	4. Sally	7/23/2007	*Now without Preference*
5. Sharon	10/22/2007	5. Sharon	10/22/2007	

5. If an applicant's eligibility for a specific bedroom size changes while on a waitlist, the applicant's position will be adjusted on the list so that s/he is placed on the list with other applicants eligible for similarly sized apartments.

   a. **Additions to applicant households:** Except in cases of birth, marriage, change(s) of custody, family reunification, and/or adoption, applicants adding household members will receive a new application date.

   b. **Subtractions from applicant households:** Applicants removing household members will retain their original application date. If a household reduces to a bedroom size that is not accepting new applicants (waitlist is closed), the applicant will not be placed on the closed waitlist.

   If during screening it is discovered that the bedroom size need has increased, the applicant household can elect to voluntarily underhouse themselves, if the bedroom size elected would not exceed CHA's maximum occupancy standards.

   The under-housed household will be allowed to submit a new pre-application for their appropriate bedroom size after being successfully housed.

   At least one member of the initial household must remain part of the household at the time of screening, or the pre-application will be closed.

6. Throughout the process of admission, applicant's rights are protected; all applicants are entitled to know the reason for any CHA decision related to the award of preferences and/or rejection for housing. Additionally, hearing procedures have been established and are available to applicants so that they can present information in support of their positions.

7. All contact from CHA is made through the US Postal Service, except for individuals with disabilities, who have a pre-arranged alternative method. Some email correspondence may be utilized by CHA as well, in order to supplement other correspondence and/or expedite the screening process.

    a. Applicants are responsible for maintaining an active mailing address with CHA.

    b. When an applicant fails to respond, and CHA takes action to withdraw the applicant from any waitlists, the following apply:

        - After six (6) months, and absent any reasonable accommodation issues for an individual with disabilities, the Director of Operations or his/her designee in his/her sole discretion may reopen an application. The decision that an application may not be reopened is final and not subject to appeal.

        - Applicants who are removed from the waitlist can reapply if/when the list is open one year from the date the application was withdrawn.

        - When there is an error by CHA, withdrawn applicants will have their applications reopened.

8. Applicants will be removed from the waitlists if applicant:

    a. Fails to respond to CHA correspondence regarding waitlist status;

    b. Is found ineligible for failure to pass the screening process; or

    c. Refuses an offer of an apartment without good cause. At the time of the unit offer, CHA will offer the available unit that has been vacant the longest regardless of whether it is a studio or one-bedroom unit.

    d. A two-person applicant household being screened for an elderly/disabled building that offers both studio and one-bedroom units may refuse an offer of a studio apartment and choose to wait for a one-bedroom to become available. Such a refusal would be considered a good cause refusal.

    e. Fails to attend a scheduled screening (failure to attend a rescheduled (second attempt) screening without 48 hours notice to CHA); or

f. Accept an offer of a unit in any development housing from the CHA, including a unit offer in a CHA development, acceptance of a PBV unit, or acceptance of a mobile Section 8 voucher. The sole exception will be acceptance of a Single Room Occupancy unit.

E. Processing Applications for Admission

1. CHA will accept and process preliminary applications in accordance with CHA's procedures. When accepting preliminary applications, CHA does not verify any information supplied and does not accept any corresponding documentation at the time of application. CHA assumes that the facts certified by the applicant in the preliminary application are correct. The facts will be verified later in the application process.

2. Every preliminary application for admission shall include the date and time of application; applicant's race and ethnicity; preference eligibility determination; the apartment size(s) for which eligible; and the specific site-based waitlists for which s/he has applied.

3. Applicants who approach the top of a waitlist will be asked to come to CHA for an interview to complete a final applicant file. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn from the federal waitlist as noted in Section D above, subject to reasonable accommodations and/or good cause. The following information will be verified according to CHA's procedures, to determine qualification for admission to CHA's housing:

    a. Preference status;

    b. Income eligibility;

    c. Assets and asset income (only if applicable for program); and

    d. Citizenship or eligible immigration status.

4. When screening applicants CHA requires third party written, faxed or electronic verification. CHA may also use prior year income information, such as tax returns, and adjust the income for inflation to determine an annual income. CHA may use discretion in accepting other forms of documentation. For more information regarding use of prior income see page 5-1, A.3.

Chapter 5 DETERMINING INCOME FOR RENT DETERMINATION PURPOSES

A. Annual Income

1. The first step in determining households' rent is determining their income.

2. CHA must verify a households' income using the following hierarchy:

    a. Upfront income verification with EIV.

    b. Upfront income verification with non-HUD system.

    c. Written third party verification such as paystubs, letter from employer, bank statements or benefits notice.

    d. Written third party verification form.

    e. Oral third party verification such as a phone call.

    f. Tenant declaration or self-certification form.

3. CHA can also use prior year's income, adjusted for inflation, to determine a household's future income if it informs or clarifies the estimate of income but does not distort calculation. Prospective and past income may be used to calculate household rents, especially in cases of irregular employment.

4. Payments a household receives on a regular basis counts as income. Some examples are: employment, Social Security, welfare and business income.

B. Annual Income – What is counted?

1. Annual income is a household's total income from all sources as determined by CHA. Here is a list of items that are counted as income:

    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. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business;

        - An established business or profession is one that has been up and running for more than twelve (12) months;

- Withdrawals of cash or assets will not be considered income when used to pay the household back for cash or assets invested in the business;

- Expenditures for business expansion or payment of capital indebtedness will not be used as deductions in determining the net income from a business; and

- An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations.

c. When household assets total more than $50,000, CHA will include as annual income, the imputed asset income. Imputed income from assets will be calculated by multiplying the market value of all household assets when in excess of $50,000 by current HUD-established passbook savings rate.

d. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts;

e. Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay;

f. All Temporary Assistance for Needy Families (TANF) and Emergency Aid to Elders, Disabled and Children (EAEDC) assistance payments received by or on behalf of any household;

g. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the apartment made to or for households; and

h. All regular pay, special pay (excluding pay for hostile fire), and allowances of a household member in the Armed Forces.

C. Annual Income – What is not counted?

There are items not counted as income including several items excluded by federal law. A list of all applicable income exclusions is available in Appendix 1 of this Plan.

1. Annual Income does not include the following:

a. Income from assets worth less than $50,000. This includes checking and savings accounts, certificates of deposit, or most other interest bearing accounts;

b. Income from the employment of children (including foster children) under eighteen (18) years old;

c. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to any household member, who are unable to live alone);

d. Lump sum additions to household assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal or property losses;

e. If any of the items listed in Section d. above are received on a regular basis (monthly or weekly, for example) they are counted as income, or if they raise the assets held by the household to greater than $50,000, CHA will include the imputed asset income as annual income. Imputed income from assets will be calculated by multiplying the market value of all household assets when in excess of $50,000 by the current HUD-established passbook savings rate.

f. Amounts received by the household that are specifically for, or in reimbursement of, the cost of medical expenses for any household member;

g. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Chapter 2 for definition of live-in aide);

h. The full amount of student financial assistance paid directly to a student or educational institution;

i. Temporary, non-recurring, or sporadic income (including gifts);

j. Earnings for each full-time student eighteen (18) years old or older (excluding the head of household, co-head of household and spouse);

k. Adoption assistance payments; and

l. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

m. First twelve (12) months of net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business; and

n. Additional items not counted as income include several items excluded by federal law, and are listed in Appendix 1 of this document.

D. Income Verification and Annual Income

1. Discrepancies between incomes reported by the household and verified to be greater than $2,500.00 in any twelve (12) month period will require CHA to investigate the discrepancy for potential underreporting. CHA will evaluate the underreporting for potential fraud.

   a. If it is found that there is fraudulent underreporting, depending on the severity of the underreporting, CHA may move to terminate the household's lease, or enter into a repayment agreement consistent with CHA's payment policy.

b. If the discrepancy between resident supplied income information and EIV or other third party verification is less than $2,500.00, CHA will use the resident supplied information to determine income and will not investigate for potential underreporting.

2. Household members are not required to supply documents verifying Social Security (SS) or Supplemental Security Income (SSI). EIV documentation will be sufficient evidence that assistance is received. Households receiving State SSI must complete an authorization form allowing CHA to request benefit verification from the Massachusetts Department of Transitional Assistance of the state supplement to SSI.

E. Adjusted Income – Calculating Unreimbursed Childcare and Medical Deductions

1. When an elderly/disabled household has verified unreimbursed medical or childcare expenses, or a family household has verified unreimbursed childcare costs, the households may receive a deduction from their income to help offset their medical or childcare costs. Household income is calculated using MTW Deduction Schedule. See schedule below:

MTW DEDUCTION SCHEDULE			
MEDICAL EXPENSES	**MEDICAL DEDUCTION**	**CHILDCARE EXPENSES**	**CHILDCARE DEDUCTION**
$2,500 or Less	No Deduction	$2,500 or Less	No Deduction
$2,501 – 5,000	$2,500	$2,501 – 5,000	$2,500
$5,001 – 7,500	$5,000	$5,001 – 7,500	$5,000
More than $7,501	Hardship Review	More than $7,501	Hardship Review

2. For All Households:

a. Childcare Expenses — a deduction is applied to a household's annual income for the unreimbursed (out-of-pocket) expenses for the care of children under thirteen (13) years of age. Deduction amounts are described in the MTW Deduction Schedule.

b. A deduction is ONLY applied when the childcare enables a household member to be gainfully employed, to seek employment or to further his or her education or job training.

c. Amounts deducted must be verified. Unreimbursed expenses cannot exceed:

- The amount of income earned by the household member released to work; or
- An amount determined as reasonable by CHA when the childcare permits a household member to pursue education, seek employment and job training.

d. Households claiming unreimbursed childcare expenses of $7,501 or more per year can apply for a Hardship Waiver.

- Hardship waiver applications are available from CHA property managers, CHA's Central Office and CHA's website (www.cambridge-housing.org).

- CHA's Hardship Policy is described in Chapter 6 Section J.

e. To be considered by CHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable and it must be evident that the household actually paid these expenses or can demonstrate they can and will pay anticipated recurring expenses.

3. For Elderly and Disabled Households only

a. CHA looks at a combination of the previous year's unreimbursed medical expenses and any unreimbursed medical expenses expected in the coming year to determine medical expenses.

EXAMPLE: In 2012, Jaime Flanagan spent $5,000 out-of-pocket for dental work. She also has a recurring monthly insurance premium of $100 per month. In 2013, Jaime's premium increases to $125 per month. In this case, the CHA would take into account the combination of the last year's expenses ($5000) and future expenses ($125) to come up with the total amount of expenses which is the basis for a deduction. The deduction is calculated as follows:

2012: $5000
2013: $125/a month x 12 months =$1500
$5000 + $1500= **$6500** ←Total Expenses
TOTAL DEDUCTION: **$5000**

b. Medical Expenses: A deduction is applied to a household's annual income for expenses related to the cost of unreimbursed (out-of-pocket) medical expenses – including insurance premiums. To be considered by CHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable and it must be evident that the household actually paid these expenses or can demonstrate they can and will pay anticipated recurring expenses.

c. Deduction amounts are described in the Medical and Childcare Deduction Schedule provided table above.

d. Medical expenses include but are not limited to:

- Services of physicians and other health care professionals;
- Services of health care facilities;
- Health insurance premiums (including the cost of Medicare);
- Prescription and non-prescription medicines;
- Transportation to and from treatment;
- Dental expenses;
- Eyeglasses;
- Hearing aids and batteries;
- Attendant care; and
- Payments on accumulated medical bills.

In cases of questions CHA will refer to IRS Publication #502, *Medical and Dental Expenses* to verify and calculate medical expense costs.

e. Elderly and disabled households with unreimbursed medical or childcare expenses exceeding $7,501 per year can apply for a Hardship Waiver.

    - Hardship Waiver applications are available from CHA property managers, CHA's Central Office and CHA's website (www.cambridge-housing.org).

f. The unreimbursed childcare and medical costs for qualified elderly/disabled households are calculated separately, not combined, for the purpose of determining the size of, or eligibility for either a medical or childcare deduction.

Chapter 6 DETERMINING RENT

CHA uses adjusted income to determine monthly rent.
CHA uses a clear rent schedule to determine rent based on household income and bedroom size.
CHA verifies reported income electronically using HUD's Enterprise Income Verification (EIV) system.
Rent Schedules for all of CHA's developments are available in Appendix 3 of this Plan.

A. Determining Rent

1. Rents are determined by matching up households' adjusted income with the corresponding income band on the Rent Schedule.

B. Site-based Rent Schedules

1. CHA has Rent Schedules for all of its Developments; and

2. Rents paid by households are determined using the appropriate rent schedule for that property.

3. Rent schedules are subject to change in accordance with changes in utility allowances, which are evaluated on a yearly

4. The minimum rent for any apartment is $50 per month for the first twelve (12) months. After twelve (12) months:

    a. For households living in family properties, John F. Kennedy Apartments, and Russell Apartments (2050 Massachusetts Avenue), the minimum rent is equal to the third (3rd) income band on the Rent Schedule for the household's apartment size and property.

    b. For households living in elderly properties with the exception of John F. Kennedy Apartments, and Russell Apartments (2050 Massachusetts Avenue), the minimum rent is equal to the second (2nd) band on the Rent Schedule for the household's apartment size and property.

5. Households paying the minimum rent as described in B.4., above are encouraged to seek out Social Services for employment or benefit counseling.

    a. Households paying the minimum rent must report any new income within fourteen (14) calendar days of obtaining the new income.

        - After income is reported, new rent is determined using the appropriate rent schedule for the specific property type.

    b. CHA periodically reviews the income of households claiming zero income using HUD's Enterprise Income Verification (EIV) system.

6. 10% is added to rents for households with individuals who have an immigration status not recognized by the U.S. Department of Housing and Urban Development (HUD) or the minimum rent, whichever is greater.

    a. CHA maintains a separate Rent Schedule for households whose rent is determined using this method.

    b. All other admissions and continued occupancy polices apply to households whose rents are determined using the method above.

7. For all units, the Cambridge Housing Authority will base contract rent on the size of the unit rather than the size of the family. The CHA Operations Department will continue to follow the CHA Transfer Policy in an effort to have families appropriately housed.

C. Periodic Rent Determinations – Recertification

1. Once an applicant becomes a resident household, their rent is periodically updated. CHA updates each household's income and deductions at each recertification to determine their rent.

    a. The status of each family is to be re-examined at least once every two (2) years.

    b. Newly admitted residents may have their rent re-determined twice in a twenty-four month period, depending on the year of their admission, in order to maintain the consistency of the recertification schedule across all properties.

2. Tax Credit Recertification. Tenant who lives in units that are part of or become part of the Low Income Housing Tax Credit Program (LIHTC) ("Tax Credit Unit") are required to recertify their income and other eligibility factors, on an annual basis. Rent will be re-determined only every two years, in accordance with Paragraph (A)(1) above.

    a. Income, for the purposes of Tax Credit certification, is the total income from all sources as determined by the LIHTC program regulations.

    b. Tenant who occupies or will occupy a Tax Credit Unit and has recertified their income more than 60 days prior to the initial date that the unit becomes a Tax Credit Unit is required to recertify within the 60-day period.

    c. Tenant who occupies or will occupy a Tax Credit Unit is required to sign a Lease Addendum for LIHTC Properties.

    d. Failure to recertify for tax credit eligibility or sign a Lease Addendum for LIHTC Properties in a timely manner is grounds for termination of tenancy in accordance with Section 12 (Termination or Voiding of the Lease) of the Lease.

e. Examples of the Tax Credit Recertification Schedule can be found in Appendix 4

3. Obligation to Report Income at Recertification:

   a. Households are obligated to report all income earned or unearned per the rent policy described in this Plan, at time of recertification.

   b. Failure to accurately report all earned and unearned income may result in eviction.

4. Only households paying the minimum rent are required to report any increase in income between regularly scheduled recertification.

5. CHA may complete a scheduled or interim recertification while CHA is in the process of terminating a lease if such recertification is otherwise called for under the Plan. Once the recertification is completed a new lease addendum is not executed, but a new rent notification letter is sent pending the outcome of the eviction proceedings.

   a. If CHA prevails in the lease termination action, a new lease addendum is not executed, and the household is evicted; or

   b. If the household prevails in the lease termination action, a new lease addendum is executed.

   c. Regardless of whether or not a household's recertification was completed, CHA reserves any rights under any pending eviction action, does not waive any pre-termination notice or notices to quit or any other document that has been served in the course of terminating a tenancy, does not re-instate any tenancy and does not waive any ground to evict which exist on the date of the recertification.

6. Changes after recertification: once the recertification is complete, the lease is amended, a new lease addendum is executed, and a Notice of Rent Adjustment is issued.

   a. If any change in the apartment size is required, the household is placed on the transfer list in accordance with the transfer criteria described in this Plan and moved to an appropriate apartment when one becomes available.

   b. The Notice of Rent Adjustment includes the new rent, the date when the new rent takes effect, the reason for the rent adjustment, CHA's Hardship Policy, the Rent Calculation Worksheet, the verifications used to calculate the rent (upon request), forms identifying household members and income and the fact that the household has the right to request a grievance hearing if the head of the household disagrees with the new rent.

   c. When a tenant is transferred to a different apartment, CHA shall not require a new recertification solely due to the transfer and execution of a new lease. However, the rent may change due to different apartment size, move from family to elderly/disabled or vice versa, change in utility allowance, or change in program or subsidy source.

7. Effective Date of Adjustments:

    a. Households are notified in writing of any rent adjustment. Adjustments to utility allowances will be made in accordance to Chapter 7 (Utilities).

    b. When a tenant reports an income decrease and/or an increase in unreimbursed medical or childcare costs (as verified by CHA), the rent decrease will go into effect the first day of the month following verification of the change of income or unreimbursed medical or childcare expense.

    c. Tenant showing good cause for delay in reporting a change will have their rent decreases go into effect the first month following the effective date of the verified change of income or unreimbursed medical or childcare expenses.

    d. Income decreases reported or verified after CHA's tenant accounting cut-off date (the eighth (8) business day before the end of the month) will take effect on the first day of the following month, with a credit retroactive to the previous month.

    e. Rent increases (except those due to misrepresentation) require thirty (30) days notice and become effective the first day of the month after the thirty (30) day notice period.

    f. Rent increases due to misrepresentation take effect the first of the month following the event that was misrepresented and income not reported.

D. Adjusting Rent between Regular Recertification – Interim Recertification

1. Households who are not elderly or disabled can come into the management office twice between regularly scheduled recertification to have their rents adjusted down.

2. Elderly/disabled households can come into the management office for interim recertification rents as many times as they need.

3. All household income, including previously unreported earned income, is verified and used to determine interim rent.

    a. If the household rent would increase after all household income is verified, CHA will not complete the interim recertification.

4. Interim rents are temporary. After receiving an interim rent decrease, households must report the first increase in income, or the first decrease in childcare or medical expenses – whatever caused the rent reduction in the first place – within fourteen (14) days.

a. If a household member receives unemployment income (resulting in an interim rent decrease), the household is required to report the first increase in household income, whether due to a new job or any other income source.

    - No additional increases in household income need to be reported until the next regularly scheduled recertification.

b. Failure to report any required change within fourteen (14) days results in a retroactive rent increase and is grounds for lease termination.

c. CHA will not process a retroactive rent increase or move to terminate a household for failure to report any new income within fourteen (14) days if the failure was caused by a verifiable delay by an employer.

d. CHA will not process a retroactive rent increase caused by reported new income if the new income is lost and the loss is reported to CHA before the effective date of the rent increase.

5. All requests for interim rents must be submitted to the management office in writing.

6. An interim rent in effect at regular recertification remains in effect unless:

    a. There is a change in circumstances; or

    b. There is new income to report.

7. Failure to comply with obligations outlined in Section C (above) may result in eviction.

8. After two (2) or more instances of job loss, income reduction or increased medical or childcare expenses within ninety (90) days of a scheduled recertification in consecutive years, the household rent is determined using past, rather than prospective income data.

    a. Rent is determined using the past year's W-2; or

    b. If a W-2 is unattainable or non-existent, household rent is determined using other past income information as available.

    c. CHA managers can choose not to use prior year's W-2 or other available past income information if the household can provide verifiable evidence that the two (2) or more instances of job loss, income reduction or increased medical or childcare expenses within ninety (90) days of a scheduled recertification are reasonable.

    d. If the household disagrees with CHA they have the right to grieve the new rent to the Grievance Panel.

e. Households with two (2) or more instances of job loss, income loss or increased medical or childcare expenses within ninety (90) days of a scheduled recertification do not have access to the Hardship Review Committee.

E. When Does CHA Decrease Rent Between Regular Recertification?

1. CHA will process an interim decrease in rent only if:

   a. Unless caused by serious medical conditions, the household's loss of income, increased childcare or medical costs is expected to last longer than sixty (60) days or;

   b. If caused by serious medical conditions the household's loss of income, increased childcare or medical costs is expected to last longer than thirty (30) days and;

   c. The loss of income must result in the household moving at least one (1) band on the Rent or Deduction Schedule.

   d. CHA will not process interim recertification based on a job loss claim unless the newly unemployed household member provides documentation of unemployment benefits from the Department of Employment (DOE) or from the former employer; or verifiable evidence that the household member is not eligible for unemployment benefits. At the households' request, CHA will process a provisional rent decrease while the unemployment claim is pending, however, should the claim be allowed, rent will be due retroactively for the period during which the claim was pending.

F. When Does CHA Increase Rent Between Regular Recertification?

1. CHA processes an increase in rent between regular recertification only if:

   a. There is a change in the circumstances that initially required an interim (reduced) rent; or

   b. The household is paying the minimum rent and receives new income.

      - Households paying the minimum rent at admission must report first receipt of income.

   c. The household misrepresented or failed to report facts that CHA used to determine the household's rent, resulting in the household paying less than it should have.

      - CHA will apply any increase in rent retroactive to the first day of the month following the month in which the misrepresentation occurred.

2. Complete verification of the circumstances justifying a rent adjustment must be documented and approved by the appropriate Manager.

EXAMPLE 1: Mrs. Jones lost her job on October 1st. Her next regular recertification is scheduled for December, but losing her job makes it impossible for her to pay her current rent until then. Mrs. Jones needs the CHA manager to reduce her rent until she gets a new job. She needs an *interim recertification*.

On October 2nd she goes to the unemployment office and applies for unemployment benefits. As soon as she receives the benefit notice from the unemployment department she goes to see the CHA manager. The manager recalculates Mrs. Jones's rent based on the income Mrs. Jones is receiving from the unemployment department. The manager calculates Mrs. Jones's *interim rent*.

Mrs. Jones continues paying the *interim rent* while she looks for a new job. In December Mrs. Jones sees the CHA manager for regularly scheduled recertification, but because she hasn't found a job, and is still collecting unemployment, her *interim rent* remains in place. Mrs. Jones's next regular recertification appointment won't be for another two (2) years, unless she receives new income, in which case she is obligated to do another recertification.

In early January, Mrs. Jones finds a new job. Mrs. Jones takes a letter she got from her new boss showing her start date and salary to the CHA manager to have her rent recalculated.

Using Mrs. Jones's new income, the manager recalculates the rent. This will be Mrs. Jones's rent until her next *regular* recertification appointment.

Even if she's used her two (2) *interims,* Mrs. Jones can still apply for a Hardship Rent if she experiences another unexpected loss of income or increase in childcare or medical expenses resulting in her paying a rent that is greater than fifty percent (50%) of her income.

EXAMPLE 2: Mr. Baptiste, a disabled participant, has already had his rent adjusted twice in the past year and a half (*two (2) interims*). He gets a bad toothache and goes to the dentist. The dentist discovers that Mr. Baptiste needs oral surgery and his insurance will only cover a small part of the cost, leaving Mr. Baptiste with a $5,000 dental bill.

Even though he has already had two (2) *interims* since his last regular recertification, Mr. Baptiste is disabled so he can still go to have his rent adjusted again. Disabled and elderly households can request as many *interim* adjustments as needed between regular recertification.

EXAMPLE 3: Ms. Morris lost her job and reports it to CHA on November 19th. Her next regular recertification is not until August of the next year, so she decides to request an interim recertification.

Ms. Morris makes an appointment with her manager to have her rent reduced. Her new interim rent is effective December 1st.

On December 1st she applies for TAFDC and it takes her over one month to get the EBT card. On January 4th when she gets her approval notice with her TAFDC card she notifies her manager of the increase in income. The CHA manager recalculates Ms. Morris rent based on her TAFDC benefits and she continues paying that rent from February until her next regular recertification in August.

At the end of February Ms. Morris finds a new job and her income increases again. Ms. Morris does not need to report this new job to her manager. She continues paying the rent calculated in February until August, when her regular recertification takes place.

EXAMPLE 4: Mr. and Mrs. Williams both work full-time, regular jobs. Mr. Williams loses his job in January. Since Mrs. Williams is working full-time at her job, the couple decides not to apply for unemployment benefits. They visit their CHA manager to request an interim rent change.

Their manager will not process an interim rent for the Williams family unless Mr. Williams applies for unemployment benefits. The Williams' would need to provide verifiable evidence that Mr. Williams is not eligible for unemployment benefits

G. Fraud

1. When fraud is determined, a fee of the higher of either $250.00 or an additional ten percent (10%) of the amount owed included in a court filed repayment agreement is charged.

H. Ceiling Rent

Ceiling Rent is the maximum rent CHA charges to a tenant for an apartment. Maximum rents vary by apartment size and property. Ceiling rents are the higher of the Contract Rent minus $1 or the Tax Credit Maximum Rent, minus the utility allowance.

1. CHA may review the Ceiling Rent structure annually and adjust the rents as needed providing reasonable notice to any households' whose rent is affected when the change occurs.

2. Ceiling rents may be increased or decreased based HUD's Operating Cost Factor (OCAF), changes in the Contract Rent, the Low Income Housing Tax Credit Maximum Rent, or Utility Allowance.

3. CHA establishes ceiling rents for all dwelling apartments inventory-wide.

4. CHA may change the ceiling rent to reflect changes in the Rent Schedule.

5. An initial increase in ceiling rent for a tenant in occupancy at conversion is subject to phase-in in accordance with the procedure in Appendix 4.

6. Tenants may remain in their units at ceiling rent even when there is no HAP payment. Tenants will not be terminated from the program based on increase in income after initial occupancy. Chapter 18, Section A of Part 1 of the Administrative Plan does not apply to Parts 2 or 3 of the Administrative Plan.

I. Transition to Market Rent

Transition to Market Rent is a provision for CHA to provide financial support to households interested in moving out of CHA FPH PBV developments and into the private market. While residents must be income eligible at the time of their acceptance into housing, CHA does not enforce an income limit during the tenancy period. Households with incomes at or above 100% of the Area Median Income (AMI) – as established by HUD – may be ready to successfully transition to the private rental market.

Transition to Market Rent assists these households who find a unit in Cambridge by paying for their first and last month's rent, and security deposit.

Details

- All households with incomes at or over 100% of AMI will be offered a cash payout if they choose to move into a private market unit in Cambridge.
- The cash payout would include first and last month rent, plus security deposit for the unit. The payout will be calculated based on CHA's Cambridge Payment Standards by bedroom size.
- Eligible households that remain at or over 100% of AMI and decide to stay in a CHA property can retrieve their cash incentive at any time within four (4) years at or over 100% of AMI. Each year the initial cash offer is reduced by 25% and their rents will continue to be adjusted by the Consumer Price Index (CPI) for the Boston area starting FY 2014.
- Households that choose to stay beyond their fourth year paying ceiling rent at 100% of AMI will be charged a rent equal to CHA's Cambridge Payment Standard.
- All cash payments will be made directly to a Cambridge landlord or as part of a unit purchase transaction.

J. Hardship Waivers – Who Qualifies?

1. CHA has a Hardship Policy to help households experiencing significant, unexpected drops in income or increases in unreimbursed childcare or medical costs expected to last longer than sixty (60) days.

2. Households are experiencing hardships when they are experiencing extraordinarily high costs of living, even after income deductions and exclusions. The hardship criteria are:

    a. Eligible elderly or disabled households paying more than fifty percent (50%) of their income, after deductions, towards unreimbursed medical expenses, unreimbursed childcare expenses and rent.

b. Eligible elderly or disabled households paying more than $7,501.00 per year in unreimbursed medical or childcare expenses.

c. Eligible families paying more than fifty percent (50%) of their income, after deductions, towards childcare expenses, and rent.

d. Eligible family households paying more than $7,501.00 per year in unreimbursed childcare expenses.

3. To be considered by the Hardship Committee, applications must be submitted to CHA within ninety (90) calendar days of a rent adjustment notification or hardship event.

4. Households who meet the criteria listed above can apply for a Hardship Waiver.

   a. If a Hardship Application is accepted and a waiver granted, the waiver counts as an interim rent determination.

   b. Households who meet the hardship criteria can apply for a Hardship Waiver even if they've used the maximum number of interims permitted between regular recertification.

K. Hardship Waivers – Who Determines Hardship Rent?

1. CHA's Hardship Review Committee looks at every Hardship Application to determine whether or not an application meets the hardship criteria. The Hardship Committee is comprised of members of CHA's Leased Housing Department who are also members of CHA's Emergency Committee.

   a. Households applying for a Hardship Waiver can request that a CHA resident or HCV participant be included in the Hardship Review Committee when it reviews their application.

   b. Hardships are presented to the Hardship Review Committee by the Operations or Leased Housing staff member who receives the Hardship Waiver Request from the applicant or resident.

2. CHA's Executive Director can sustain or decline any decision the Hardship Review Committee makes about a household's application for a Hardship Waiver.

3. Households whose Hardship Waiver applications are declined can request a grievance through CHA's Legal Department.

   a. CHA's Conference panel will hear appeals to declined Hardship Waiver applications.

   b. CHA will not take any actions that adversely affect the household until the Conference Panel renders its written decision.

L. Hardship Waivers – What Rent Can the Hardship Review Committee Set?

1. The Hardship Review Committee has several ways to help households whose circumstances meet the hardship criteria. The Committee can make any of the following recommendations to the Executive Director:

    a. Set household's rent at the prescribed minimum;

    b. Set a rent from the Rent Schedule that is above the minimum rent, but is reasonable in light of the household's circumstances;

    c. Extend the period of minimum rent;

    d. Give a medical or childcare deduction of $7,500.00 or more for a specific time period as long as the deduction does not result in a rent below the minimum rent; or

    e. Any combination of the remedies listed in (a)-(d), above.

CHAPTER 7 UTILITIES

A. Utility Payments and Allowances

1. Depending on the site, CHA may supply some or all of household utilities, such as heat or electricity. All households are required to cooperate with any energy conservation, recycling or other environmental initiatives as specified by CHA.

2. When a household pays their own utilities CHA deducts a reasonable amount for utilities from their household rent. This deduction is called the "utility allowance.

3. Allowances for household-paid utilities are calculated into CHA's Rent Schedules. The following requirements apply to households living in sites with household-paid utilities:

    a. If a resident household or applicant household is unable to get utilities connected because of bad credit or a previous balance owed to the utility company at a prior address, the household will not be permitted to move into an apartment with household-paid utilities.

    b. When a household applies for utility service in his/her own name, CHA may require the head of household to sign a third-party notification agreement so that CHA is notified if the household is losing utility service due to non-payment (excluding cable or satellite television; or telephone service).

4. CHA will analyze utility costs and propose adjustments to the utility allowance prior to each recertification year, beginning January 1, 2017. If the utility allowance changes each resident will receive the adjusted allowance upon the completion of their certification, and retain that allowance until their next certification.

B. Excess Utility Charges

1. CHA charges an excess utility fee for households who use extra appliances in apartments with CHA provided utilities. Examples of appliances that require an excess utility fee include; air conditioners, extra refrigerators and freezers.

2. The excess utility fee is based on the amount of energy consumed by the additional appliance and the current applicable utility rate.

C. Utilities and Reasonable Accommodations

1. Households with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain household -supplied appliances if there is a verified need for special equipment because of a disability.

2. In sites with gas stoves, there are some barrier free apartments equipped with electric stoves. CHA provides an increased utility allowance when the utility rate for an electric stove is greater than the rate for a gas stove.

    a. This allowance is reviewed annually to ensure that it is adjusted as utility rates change.

D. Utility Allowance Adjustments

1. Utility allowance amounts are reviewed annually to ensure that the allowances are adjusted as utility rates changes.

CHAPTER 8 CONTINUED OCCUPANCY

A. Eligibility for Continued Occupancy

1. Households who meet the following criteria will be eligible for continued occupancy:

    a. Household includes only household members listed on the most recent certification, as well as household members added in accordance with CHA's policy on Additions and Deletions to the Household Composition. (See Section C of this Chapter for details on CHA's policy on Additions or Subtractions to the Household.)

    b. Household is in full compliance with all obligations and responsibilities as described in the dwelling lease, house rules or property policies.

    c. For purpose of continued occupancy, provided that the head of household has not violated any of the criteria above, remaining resident household members may qualify as a resident household so long as at least one member is of legal age to execute a lease.

        - Those under the age of eighteen (18) must provide proof of emancipation, including but not limited to: marriage license; divorce decree; court ordered emancipation; military enlistment or discharge papers.

        - An adult who becomes the guardian or caretaker of remaining household member(s) who are minors may apply to become head of household and must meet the eligibility requirements set forth in this Plan.

    d. All household members must have Social Security numbers or HUD issued alternate ID. Issuance of a HUD ID in no way alters a resident household member's status.

    e. Household members meet HUD standards on citizenship or immigration status or are paying an adjusted rent.

2. Households who meet the following criteria will not be eligible for continued occupancy[1]:

    a. Non-elderly/disabled households whose net assets exceed $100,000.

    b. Households with assets in excess of $100,000 will be provided six (6) months to relocate.

    c. Households who have a present ownership in, and a legal right to reside in, real property that is suitable for occupancy as a residence[2]. This policy will not apply in the following circumstances:

        - A household member or members are unable to reside in the property because of domestic violence; or

[1] This policy does not apply to assets held prior to February 1, 2009.
[2] This policy does not apply to assets held prior February 1, 2009.

- The household is making a good faith effort to sell the property; or

- The property is owned in a country where there is verifiable evidence that the household would face retribution or repression were they to return to the country where the property is owned.

3. For households residing in a Low-Income Housing Tax Credit unit, the household must have at least one member who is not a full-time student in order to be eligible for continued occupancy.

    a. If all household members become full-time students, the household will accept a transfer to the next available non-LIHTC unit of the same bedroom size in the CHA portfolio unless the household obtains a waiver from the Internal Revenue Service or the household meets one of the following student exemptions under the LIHTC program:

        i. A single parent with children, none of which are declared as dependents on another person's tax return.
        ii. Married and filing a joint federal tax return.
        iii. Receiving TAFDC payments (or other assistance under Title VI of the Social Security Act, 42 USC § 601 et seq.) on behalf of her/himself or his/her minor children.
        iv. Enrolled in a job-training program receiving assistance under the Job Training Partnership Act or funded by another federal, state or local government agency.
        v. Students who were previously under the care and placement of a foster care program.

B. Supportive Services

1. CHA will provide families with an orientation to the following supportive services currently offered by the Resident Services Department of the CHA (these programs are subject to change):
    - Baby U and Baby U Alumni
    - Parent ROCK/Pathways
    - DREAM Mentoring
    - Work Force Youth Program
    - Work Force – College Savings Account
    - This Way Ahead/GAP, Inc. -
    - Makerspace/The Possible Project
    - Gateways – English for Speakers of Other Languages
    - Community Computer Centers
    - Big Brother Big Sister
    - Bridge to College
    - Just-a-Start Youth Build
    - Cambridge Employment Program
    - Tenant Liaison

C. Additions to and Deletions from the Household

1. Only persons listed on the most recent certification form and lease, or added in accordance with CHA policy**,** will be permitted to occupy an apartment.

2. Only households in good standing are permitted to add members to their household.

    a. Exceptions are permitted in instances of birth, adoption, court awarded custody of minor children, and to meet Reasonable Accommodation requests.

3. For households residing in a Low-Income Housing Tax Credit unit, no additions in household composition are permitted during the first year of occupancy unless prior approval in writing is obtained from CHA with the exception of birth, adoption, court awarded custody of minor children, or to meet Reasonable Accommodation requests.

4. Households requesting to add a household member must provide documentation that the member they are requesting to add was not living with them at least thirty (30) days prior to the day the request is submitted to CHA.

    a. In the event that no documentation is available, the household will be charged the greater of $500.00 or the amount of additional rent that would have been due had the household added the member when s/he actually moved into the unit.

5. Over-housed households in position one (1) through five (5) on the transfer list can only add a new household member under the following circumstances:

    a. Instances of birth, marriage, adoption, court awarded custody of minor children and to meet Reasonable Accommodation requests; or

    b. The addition does not result in the household requiring an additional bedroom.

        - Households adding a member under these circumstances agree that they will never be considered over housed and will not be transferred to a larger unit to accommodate the household member they are adding.

6. Households may not add a new household member if they have been notified that they are at the top of the transfer list for a smaller apartment, unless the addition of the new household member would not result in a change in bedroom size.

    a. Exceptions are permitted to meet Reasonable Accommodations requests.

7. Households may not add a new household member within twelve (12) months of initial lease-up.

a. Exceptions are permitted in instances of birth, adoption, court awarded custody of minor children, and to meet Reasonable Accommodation requests.

8. Households cannot add a new household member if the addition results in the household exceeding the Maximum Occupancy Standard (see Chapter 3).

   a. Exceptions are permitted in instances of birth, adoption, court awarded custody of minor children, and to meet Reasonable Accommodation requests.

9. Heads of household wishing to remove a household member must provide documentation of the new address of the household member being removed. Acceptable documentation includes:

   a. Court order or affidavit; or

   b. A utility bill (excluding cellular phone) in the name of the household member leaving, addressed to their new address.

   c. At the CHA manager's discretion, CHA may accept reasonable evidence that a household member has left without providing the remaining members any way of contacting them.

10. Adult household members removed from a household cannot be added back to the household for twelve (12) months from the time they were removed.

    a. Returning household members will be rescreened for eligibility.

11. A change in the household's status that results in the need for changing or amending the lease, is accomplished by:

    a. Executing a new lease agreement; or

    b. Executing a Notice of Rent Adjustment; or

    c. An appropriate rider is prepared and made a part of the existing lease. All copies of riders or insertions are to be dated and signed by the head, spouse, and other co-head of the household and by an authorized representative of CHA.

12. Except for households who meet the conditions described in 4(a), above, households who permit unauthorized individuals to occupy their apartments are subject to lease termination and eviction.

D. Interim Changes in Household Composition that Affect Rent

1. All changes in household composition must be reported within thirty (30) days of the change. These changes include:

   a. Someone listed on the lease is permanently vacating the apartment; or

b. Birth, adoption or court-awarded custody of a child to someone listed on the lease.

2. For residents in Low-Income-Housing Tax Credit units, changes in household composition and/or changes in household student status must be reported within 14 days of the change.

3. Additions of the following household member types must be requested in writing and require written permission from the property manager before the potential household member can move into the apartment:

   a. Adult household member (including a new spouse or partner of a household member);

   b. Foster child or children;

   c. Foster adult;

   d. Live-in aide; or

   e. Child in kinship care.

4. All adults wishing to be added to a household must be screened and cannot overcrowd the apartment in violation of CHA maximum occupancy standards.

5. CHA will only consider the income of the new or deleted household member when determining household rent.

6. Interim recertification based on changes in household composition does not count towards the limit on interim recertification between regular recertification.

7. If deletion of a household member results in minimum rent, CHA will verify all household members' income, not just the loss of income due to the removal or departure of a household member.

E. Remaining Household Members

1. If at any time, the head of household vacates the apartment for any reasons including, but not limited to divorce, separation or death, but not including vacating upon termination of a tenancy by CHA:

   a. Heads of Household are encouraged to notify CHA thirty (30) days in advance of vacating the unit. Heads of household should be aware prior to vacating that there may be no one remaining in the household who qualifies for head of household status, and therefore, the remaining household may not be eligible for continued occupancy if a suitable replacement head of household is not identified.

b. Once CHA is made aware that the previous head of household has vacated the apartment CHA will notify remaining household members that they must select a new head of household, unless a new head of household has previously been identified and found eligible for head of household status in accordance with Section D.1.a., above.

c. A replacement Head of Household must be identified and reported in writing within thirty (30) days of receipt of notice.

d. If thirty (30) days after notification, no Head of Household has been reported, CHA will proceed with eviction.

2. The following factors may be considered when a remaining adult or emancipated minor applies to become the head of household:

   a. Whether all screening and eligibility requirements are met by the proposed head of household;

   b. Reports the departure of the head within ten (10) days of the occurrence;

   c. Except in cases where the remaining adult is the parent or legal guardian of a remaining minor(s) (under 18), has been listed on the lease for at least two (2) years, or since admission of the household, if less than two (2) years;

   d. Has reported all income as required by CHA policy;

   e. Has not committed any violation of the lease agreement during their tenancy;

   f. Those under eighteen (18) must provide proof of emancipation, including but not limited to: Marriage license; Divorce decree; emancipation; or Military enlistment or discharge papers;

   g. Agrees to occupy apartment of appropriate size based on CHA Occupancy Standards;

   h. Agrees to a written payback agreement with CHA for any rent owed by the previous Head of Household; and

   i. CHA may deny tenancy if an action to terminate the former head of household's tenancy began prior to the former head of household's departure or incapacitation.

3. In order for a remaining adult or emancipated minor to become the head of household the household member seeking to become head of household must meet the requirements of CHA's tenant selection and screening criteria.

4. An adult who becomes the guardian or other caretaker of remaining household member(s) who are minors, may apply to become head of household and must meet the requirements of CHA's tenant selection and screening criteria.

F. Guests

1. A guest may not stay overnight for more than thirty (30) days in any twelve-month period. Any stay beyond this time requires CHA's written approval. Where a household member has a long-term relationship with a person who can demonstrate that they reside at a different permanent address, CHA will not unreasonably deny approval.

2. CHA may bar resident's guests from the property in accordance with the provisions of M.G.L. c121B§32C.

3. Tenants are responsible for the conduct of their guests while on CHA property in accordance with the lease.

4. Households are not permitted to have anyone not on the lease or otherwise approved by CHA living in their apartment.

5. In the instance of shared custody of children for less than 50% of time, and therefore not eligible to be added to the lease, CHA shall automatically provide an exception to the thirty (30) day limitation on guests with written approval by CHA (subject to reasonable limitations based on occupancy standards).

G. Extended Absences

1. The head of household must notify the manager, secure the apartment and provide a means for CHA to contact him/her in an emergency any time they leave the apartment for longer than fourteen (14) calendar days. Failure to advise CHA of an extended absence is grounds for termination of the lease.

    a. In cases of co-heads of households, spouses, or partners, no notification is required if one of the co-heads of households, spouses, or partners remains in the apartment.

2. Each household member must physically occupy the leased apartment as his/her principal place of residence for at least nine (9) months during any twelve (12) month period unless good cause is shown for a longer absence. Good cause for extended absences include, but are not limited to:

    a. Short term hospitalization or rehabilitation with an expectation to return to the unit within six (6) months; or

    b. Absence of a household member who is a fulltime student; or

    c. Military service.

3. Extended absence for more than three (3) months during any twelve (12) month period due to incarceration is not considered good cause.

4. CHA will consider mitigating circumstances when determining good cause for an extended absence. This section, like all CHA policies, is subject to a Reasonable Accommodation request.

5. The head of household shall be required to remove from the lease any household member who is absent from the apartment without cause for more than three (3) months within thirty (30) days of the failure to satisfy the three (3) month requirement.

CHAPTER 9 TRANSFER POLICY

The provisions of this chapter shall not apply to the extent that they are inconsistent with any approved, site-specific relocation agreement.

A. Types and Priorities of Transfers

CHA ***policy*** allows four (4) categories of transfers for households: emergency, life threatening conditions, accessibility and reasonable accommodation, and administrative. Transfers are processed according to the order established in the chart below.

TRANSFER PRIORITY	CIRCUMSTANCES	CHA REQUIRED TRANSFER	INITIATED BY
1. Emergency	CHA determines that the condition of the apartment or building pose an immediate threat to a household member's life, health, or safety.	Yes	CHA
2. Life Threatening Conditions	At the request of the household, other immediate life threatening circumstances – including, but not limited to, crimes, medical or disability issues, and other situations that put a household member's life in danger due to circumstances unrelated to the condition of the apartment or building.	Yes*	CHA *or* Head of Household
3. Reasonable Accommodation & Accessibility	CHA has granted a transfer based on a household's request for reasonable accommodation related to disability.	No	
4. Administrative	a. Permit apartment modernization, rehabilitation, or redevelopment;	Yes	CHA
	b. Over-housed;	Yes**	CHA
	c. Grossly under-housed; or	No (unless violating State Sanitary Code)	CHA *or* Head of Household
	d. Designated Housing: an elderly or disabled household moving from Family or HCV to Elderly/Disabled housing.	No	Head of Household
	e. Ineligible for continued occupancy due to LIHTC rules	Yes	CHA or Head of Household

*For life threatening conditions, CHA may request or obtain additional documentation including a threat assessment from a third party, to establish the immediacy/severity of the threat.

** If a household is over-housed at the time of RAD conversion, and an appropriately sized unit is not available in the development they are living in, the household may be offered an appropriately sized unit offsite (within the manager's portfolio or Citywide), but will not be required to accept such an offer.

B. MTW Inter-Program Transfers

When available apartments within the PH and FPH inventory are insufficient to meet the household's need, CHA will permit transfers from FPH developments to the Housing Choice Voucher Program. Up to twenty-four (24) MTW transfers to and from the voucher program are allowed in each calendar year. Circumstances warranting a MTW Transfer may include but are not limited to:

a. Accommodate an under-housed household, where an apartment of sufficient size does not exist in CHA's stock;

b. Accommodate an elderly head of household, who wishes to move from the Housing Choice Voucher Program to designated elderly site; and

c. Accommodate a domestic violence victim, a victim of violent crime, or a witness of violent crime, when CHA determines that a housing choice voucher may provide an additional measure to protect the victim's safety.

A. Transfer Housing Offers

Transfers are made by priority, date, and time for those that cannot be accommodated within their current development or their housing manager's property portfolio.

1. On-site transfers: When available, unit transfers within the site/development will be offered for households who are either over-housed or under-housed and are approved for an Administrative Transfer.

2. Off-site transfers (within manager's property portfolio): When an appropriately sized unit becomes available within the manager's property portfolio (from the apartments or sites managed by the same manager, see Appendix 2 for a list of sites by manager) CHA will offer it to the household at the top of the waitlist for that size apartment.

3. Off-site transfers (Citywide, outside of the manager's portfolio): Households may be placed on the site-based wait lists when they cannot be accommodated in their current development or their housing manager's property portfolio. If no approved transfers of the appropriate bedroom size are in the Manager's site portfolio, CHA will offer an apartment to an approved transfer household from outside the manager's portfolio.

If a household is over-housed at the time of RAD conversion, and an appropriately sized unit is not available in the development they are living in, the household may be offered an appropriately sized unit offsite (within the manager's portfolio or Citywide), but will not be required to accept such an offer.

For residents living in a Low-Income Housing Tax Credit unit who have become ineligible for continued occupancy due solely to LIHTC rules, the CHA will offer a transfer to a non-LIHTC unit or, if such unit is not available, will provide another form of rental assistance, subject to availability.

B. General Transfer Policies

1. Households will receive one offer of a transfer. For any required transfer in the chart above (section A.), refusal to move to an offered unit without "good cause" can result in lease termination. For CHA non-required transfers, refusal of an offer without "good cause" will mean the household is removed from the transfer waitlist and cannot re-apply for twelve (12) months. The only exception to this policy is:

    a. Households will not be removed from the transfer waitlist if they refuse an offer of a scattered-site apartment; however, they will not be offered another scattered site apartment.

2. Households must be in "good standing" to be eligible for a transfer, which means the household must be in compliance with all lease terms and current on all rent payments or current on a payback agreement. Exceptions to this policy may be made solely by the Executive Director or designee in the following circumstances:

a. In "emergency" circumstances; or

b. For other "mandatory" transfers where CHA has determined that it is in CHA's interest to proceed with the transfer.

3. If conditions occur due to household abuse or neglect (except in cases of fire caused by a household member or guest, as described in the lease), the household may be transferred, but will be charged for damages caused to the apartment and may be subject to eviction. Households not in compliance with their lease at the time of transfer will be required to sign an agreement that the occupancy of the new apartment does not constitute a new tenancy and that grounds for eviction existing prior to transfer are not waived. Refusal to comply with an emergency transfer may be grounds for lease termination and eviction.

4. Households are responsible for all costs associated with transfer moves except for the following:

    a. CHA will pay the reasonable costs of transfer moves due to "emergency" transfers where CHA determines that apartment or building conditions pose an immediate threat to a household member's life, health or safety. CHA must pre-approve all moving costs or will provide a moving service. CHA will not pay for moves that are a result of an emergency caused by the household member or a guest.

    b. CHA will pay the reasonable costs of transfer moves due to "administrative" transfers for apartment modernization or community revitalization only. CHA must pre-approve all moving costs.

c. CHA will pay $250.00 for utility reconnections and incidental costs associated with “administrative” transfers due to over-housing within the same site, and $300.00 for utility reconnections and incidental costs associated with “administrative” transfers due to over-housing when the household moves to a different site.

5. CHA will provide households who are nearing the top of the waitlist with a minimum of thirty (30) days written notice, which specifies the anticipated date of their move and the location of the new apartment. Exceptions to this policy include the following:

a. Emergency transfers are not subject to the advance notice requirement.

b. Administrative transfers in which a household or household member is in danger from criminal elements or domestic violence is not subject to the advance notice requirement.

6. Households must wait twelve (12) months from initial move-in date to be potentially eligible for a transfer except in cases of Emergency; Life Threatening Conditions; Accessibility and Reasonable Accommodations; and Administrative- Modernization.

C. Transfer Waitlist

1. All residents on internal transfer wait lists have been merged onto the site-based wait lists (SBWLs), as of August 31st, 2018. They have been placed in accordance with the hierarchy described in Chapter 4, Section A of this Plan.

2. The CHA will no longer use internal transfer wait lists to place its residents in their appropriate bedroom size. Residents will have the opportunity to move when their name reaches the top of the site-based wait lists.

3. When a household composition change creates a violation of CHA’s maximum occupancy standards, the household will be placed on the site-based waitlist for the building in which they currently inhabit. When a household composition change does not result in a violation of maximum occupancy standards, the household will not be placed on the SBWLs, and must apply to the SBWLs to be transferred.

4. Overhoused residents that refuse to transfer, absent an approved Reasonable Accommodation or other good cause, will be in violation of their lease agreement.

D. RAD Mobility Voucher

1. After one year of occupancy in a RAD Development, a RAD household may request a RAD Tenant-Based Voucher.

a. A household must request a RAD Tenant-Based Voucher in writing, to be submitted to the Property Manager of their RAD Development.

b. A RAD household that requests a RAD Tenant-Based Voucher in writing and is a household in good standing will be given priority status to receive an available RAD Tenant-Based Voucher.

2. RAD Tenant-Based vouchers receive the same priority for issuance as Tenant-Based vouchers issued to residents of other Project-Based Voucher developments covered by Part 1, Section 16 of this Administrative Plan. CHA will cap the number of RAD Mobility Vouchers provided to no more than 75% of its total turnover vouchers in any single calendar year.

3. After one year of occupancy, if a RAD Tenant-Based voucher is available, the household must be ready, willing and able to accept the voucher within 60 days of notification. Once the voucher is issued, all the provisions in Part One of the HCV Administrative Plan apply (except as modified by this section G).

4. If a RAD Tenant-Based voucher is not available, the RAD household will be placed chronologically a CHA-maintained transfer list, pursuant to Part 1, Section 16 of the Administrative Plan.

   a. A household on the transfer list must be ready, willing and able to accept a Tenant-Based voucher within 60 days of notification.

   b. If the household cannot or will not accept a RAD Tenant-Based voucher within 60 days of notification, they will be removed from the transfer list and will need to submit another written request to be placed back on the transfer list.

5. Once received, the RAD Tenant-Based voucher is valid for 120 days from issuance. While normal tolling provisions apply, the RAD Tenant-Based voucher will not otherwise be extended if the household has not found a unit prior to expiration.

   a. Tolling is an administrative process that suspends the term of the voucher under very specific circumstances.

   b. The overall purpose of the tolling provision is to put the resident back in the position that he/she would have been absent the event that triggered the tolling.

   c. Tolling is applied in the following circumstances:

      i. The resident submits a request for lease approval and due to circumstances beyond the participant's control, the process is delayed or it falls through;

      ii. Family has filed a discrimination case against a potential landlord (In this situation, tolling only applies to the apartment in question);

      iii. As a reasonable accommodation;

      iv. The head of household is hospitalized (documented); or

      v. Other extraordinary circumstances that are deemed by the Director of Leased Housing or his/her designee of a sufficient nature to raise an issue of fairness and therefore require additional time.

6. If the voucher expires before the household is able to locate a unit, the household will not be eligible for another Tenant-Based voucher for 24 months from the issuance of the expired voucher.

7. Priority status means that the RAD households and PBV households are provided available vouchers prior to those households from the waitlist but not those households granted a reasonable accommodation or households that receive a voucher through the emergency process.

CHAPTER 10 THE LEASE

A. General Policy: The Lease

1. The lease is the document that sets out in detail the obligations of CHA as a landlord, and the obligations of each household member who resides at a CHA site.

2. The community standards of CHA are embodied in the lease.

3. Household members are informed of the rules of conduct and the program procedures that they are expected to follow.

4. CHA promises to provide a decent, safe, and sanitary apartment, to respect the household's right to quiet enjoyment, and the household's right to due process in the event of dispute.

5. In the event of conflict between the Plan and the lease, the provisions of the lease will prevail.

B. Fees

The lease includes instances when CHA will charge a household a fee for failing to adhere to the Lease or Lease Addenda. Some examples of fees are:

- Maintenance fee
- Excess utility usage fee

C. Lease Termination

The lease may be terminated by either CHA or the head of household at any time in accordance with the lease terms.

D. Household-initiated Lease Terminations

A head of household may terminate tenancy by providing thirty (30) days written notice to CHA as required by the lease.

E. CHA-initiated Lease Terminations

1. CHA will terminate the lease only for serious or repeated violations of the lease.

2. As required in the lease, CHA will notify the head of household in writing of the proposed lease termination.

    a. In the case of a disabled household, the notice will be in the format requested by the household.

b. In the case where the head of household has identified a language other than English, the notice will be in a format consistent with CHA's Limited English Proficiency Policy (See Chapter 11 for CHA's LEP Policy).

3. All notices to terminate will include a description of household grievance rights.

F. Eviction Actions

1. CHA may evict a household from the apartment only by using the applicable legal process.

2. If after filing an eviction action against a household, CHA obtains a judgment, the household will be liable for Court costs.

3. In deciding whether or not to evict, CHA may choose to consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by the head of household, household member, guest, or other person under the household's control in the offending action and the impact that the eviction would have on household members not involved in the proscribed activity.

4. At its discretion, CHA may permit continued occupancy by remaining household members. CHA may impose a condition that the household members or guests who engaged in the prohibited or criminal activity will neither reside in nor visit the dwelling apartment (see Chapter 8 Section F of this Plan for CHA's policy on guests).

CHAPTER 11a Accessibility Policy and Reasonable Accommodations for Persons with Disabilities (Reasonable Accommodations)

A. Reasonable Accommodation Policy adopted by CHA Board of Commissioners April 27, 2011

1. The Cambridge Housing Authority (CHA) does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, sexual orientation, age, familial status, or physical or mental disability in the access or admission to its programs or employment, activities, functions or services.

2. CHA is covered by Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, Titles II and III, the Fair Housing Act and Massachusetts General Laws Chapter 151B as well as other federal, state and local fair housing laws, regulations, and policies which require reasonable accommodation to persons with disabilities as defined in those laws.

3. A Notice of the right to reasonable accommodation shall be posted in the management office(s) and program offices, and shall be included with all applications for housing programs, lease violation notices, eviction notices, voucher termination notices, and re-certifications. Such notice will also be included in the Resident Handbook and other relevant resident publications. Notices shall be in large print and posted or included in a manner that is readily seen by persons with all disabilities. Such notices will also be available in other formats for persons who cannot read them. Notices of denial of participation in a program or service shall include the reason for the denial and the right to request a reasonable accommodation. The Notice shall include the name, phone number, TTD number, fax number, and the email address of the 504/ADA Coordinator. This Notice and these Policy and Procedures shall also be posted on CHA's website (www.cambridge-housing.org) and be made available, without charge, to anyone upon request.

4. CHA residents and program participants should contact the following individuals for more information about this policy:

   a. Site Manager
   b. Leasing Officer
   c. 504/ADA Coordinator

   The complete contact information for individuals holding theses positions can be obtained by request or by visiting the staff directory on CHA's website.

B. What is a Reasonable Accommodation/Modification?

1. A reasonable accommodation is a change or modification of CHA's policies, practices or procedures for a person with disabilities that is necessary to insure equal access to CHA's premises, amenities, services and programs. A reasonable modification is a structural change made to existing premises, occupied or to be occupied by a person with disability, in order to afford such person full enjoyment of the premises.

2. The definition of a person with a disability for purposes of a reasonable accommodation follows the definition in Section 504 of the Rehabilitation Act, the American with Disabilities Act, the Federal Fair Housing Act, Massachusetts General Laws Chapter 151B and any other applicable statutes:

    a. "Disability" means a physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment.

    b. Major life activities include, but are not limited to, caring for one's self, performing manual tasks, walking, seeing, hearing, breathing, learning, working, thinking, eating, standing, lifting, concentrating, communicating, and sleeping.

3. Exceptions:

    a. The term disability does not include current use or current addiction to illegal drugs. "Current" means:

        - It occurred recently enough to justify a reasonable person to believe that the use is current; or

        - That continuing use is a real and ongoing problem.

    b. Where there is evidence of prior use of illegal drugs and the requestor contends s/he is not engaged in current use, the requestor must provide evidence of recovery and be willing and able to be lease compliant.

4. An individual is not eligible for a reasonable accommodation if;

    a. S/he poses a direct threat to the health or safety of other individuals and this cannot be mitigated by a reasonable accommodation; or

    b. S/he would cause substantial damage to property; or

    c. S/he is not otherwise qualified for the CHA program and this cannot be mitigated by a reasonable accommodation.

5. Reasonable accommodations will be made up to the point of undue financial or administrative burden, or requiring changes fundamental to the program in accordance with the provisions of Section C.4., below. Reasonable modifications will be made up to the point of structural infeasibility, or undue financial or administrative burden.

C. Reasonable Accommodation / Modification Evaluation Criteria

CHA will evaluate requests for accommodation or modification by determining if the requests satisfy all of the following four (4) criteria:

- **REQUEST**

  a. CHA must receive a request for the accommodation or modification.

  b. The request does not have to come from the disabled person in question. Any person may make the request on behalf of the disabled person.

  c. The request does not have to be in any particular form nor are the words “reasonable accommodation” required.

  d. The request may be verbal, although CHA prefers written requests.

  e. The request may be presented at any point in time during intake, admissions, tenancy, or participation in any of CHA’s programs or services.

  f. CHA will only consider requests made within six (6) months of termination of assistance (a tenant has been physically removed from an apartment or a voucher tenant’s participation and subsidy has ceased) when there is a compelling reason to evaluate the merits of the request that is directly related to the disability.

- **DISABILITY**

  a. The accommodation or modification must be for a person who has a condition that meets the definition of disability. Such persons include the head of household as well as any household members.

  b. It is not necessary for CHA to know the details of a disability.

  c. CHA will not require access to confidential medical records in order to verify a disability.

  d. CHA may request only information that is necessary to evaluate the disability-related need for the accommodation.

  e. The person providing documentation to verify the requestor’s disability need not have a medical degree or a particular expertise. However, CHA must have adequate confidence in their judgment and competence.

  f. When a disability, as defined in Section B.2.a., is obvious or known to staff, documentation of the disability will not be required.

  g. Examples of a “known” or “obvious” disability include, but are not limited to, inability to walk, blindness, deafness, a disability that has previously been documented, or where the person receives SSI or SSDI disability benefits.

h. When the disability and/or need is not obvious or known to staff, requests will require verification that the individual meets the definition of disability, and when relevant, that the accommodation is likely to resolve the problem.

i. If a disabled individual, who has committed a program violation, requests a reasonable accommodation in order to comply with CHA program requirements, CHA must, in considering this request, determine whether non-compliance is likely to recur even with the accommodation sought.

j. Request that the individual provide appropriate information or verification, within a reasonable time period, to establish that non-compliance is not likely to recur.

k. If the requested accommodation is not likely to solve the program violation, and continuation of the program violation will pose a threat to the health or safety of others, unreasonably disrupt the quiet enjoyment of other tenants, or constitute a fundamental alteration in the program, the accommodation request may be denied.

l. CHA will rely on objective information, not mere speculation, to determine whether an accommodation will solve a program violation or whether it is likely to recur in the future.

- **NECESSITY FOR REASONS SUBSTANTIALLY RELATED TO THE DISABILITY**

a. The requested accommodation or modification must be necessary for the disabled person's full enjoyment of CHA programs, facilities, employment, or premises; AND

b. The necessity must be substantially related to the requestor's disability.

c. CHA is not obliged to provide accommodations or modifications that may be necessary to the requestor, but are for reasons that do not substantially relate to the disability.

- **REASONABLENESS**

The requested accommodation or modification must be reasonable. A request is not reasonable if any of the following are true:

a. Undue Administrative Burden on CHA

- The request would, if approved, impose an undue administrative burden on CHA. This may mean, for example, that the request would require significantly more staff time than CHA has available.

- CHA will determine on a case-by-case basis whether a request would impose an undue administrative burden.

- Relevant factors include:

- The administrative cost and burden of the requested accommodation in comparison with the administrative time and cost of regular operations;
- Limits or availability of CHA's overall staff resources;
- The benefits that the accommodation would provide the requester, and
- The availability of other, less expensive, alternative accommodations that would effectively meet the requester's disability-related needs.

b. Undue Financial Burden on CHA

- The request would, if approved, impose an undue financial burden on CHA. This may mean that the request would cost money that CHA does not have.
- CHA will determine on a case-by-case basis whether a request would impose an undue financial burden.

- Relevant factors include:

  - The financial cost of the requested accommodation compared with the cost of the regular operation,
  - Availability and limits of CHA's overall financial resources,
  - Whether CHA has specifically budgeted money for the purpose and whether any of that money remains for the fiscal period,
  - The benefits that the accommodation would provide to the requester, and
  - The availability of other, less expensive, alternative accommodations that would effectively meet the requester's disability-related needs.

c. Fundamental Alteration in the Nature of CHA's Program(s)

- The request would, if approved, fundamentally alter CHA's program(s). This means that the request, if granted, would require CHA to provide a program or service that it does not normally provide, such as counseling services, medical services, or transportation services.

D. Reasonable Accommodation/Modification Documentation

When documentation is necessary, CHA strongly recommends that applicants or residents use CHA verification form.

1. CHA may require a Request for Reasonable Accommodation/Modification and Authorization for Release of Information, as well as Request for Verification from a Third Party Concerning a Reasonable Accommodation or Modification if other forms of documentation do not adequately document the need for accommodation or modification. These forms can be obtained at CHA's management offices, Leased Housing Department, Operations Department, Legal Department, and the program form section of CHA's website.

2. CHA may request only information that is necessary to evaluate the disability-related need for the accommodation. No additional documentation will be required where the disability and the related need for an accommodation are readily apparent or otherwise known to CHA.

3. All information gathered in this process must be kept confidential and must not be shared with other CHA staff persons unless they need the information to implement the request.

4. CHA shall limit any information available to a staff person implementing a decision to only the information that is necessary to take appropriate action.

5. It is the responsibility of the person requesting the accommodation to secure such documentation or to give CHA the information necessary to secure such documentation. Documentation must come from a reliable source with sufficient professional and personal knowledge of the applicant/resident to answer the applicable questions.

6. CHA has the right to sufficient documentation to make a decision, but does not have a right to diagnosis, medical history or treatment unless directly relevant to a reasonable accommodation/modification request. For example, in response to a request for accommodating chemical sensitivity, CHA could request a list of the specific materials that an individual is sensitive to.

EXAMPLES OF REASONABLE ACCOMMODATIONS AND MODIFICATIONS

An accommodation could require a change to a CHA policy or practice. A modification could require a physical alteration to a CHA building or grounds.

EXAMPLE: Jonathan, an individual with a hearing impairment, could request that the CHA modify the doorbell in his/her apartment from a chime to a flashing light. Maria, an individual with a mental disability, could request that the CHA waive its no pet policy to allow Maria to reside with a comfort animal.

EXAMPLE: Claudia, an individual with mobility impairment, could request that the CHA extend the search period on a voucher beyond the normal 120-day search period in order to locate an apartment that meets her needs.

EXAMPLE: CHA found Ronald unqualified for public housing because of poor rent payment history. Ronald demonstrated that he was unable to pay his rent due to a mental illness, but now has a representative payee to help him manage his disability check, rent payments and utility payments. Under these circumstances CHA may approve Ronald's application.

An accommodation/modification will be made up to the point of structural infeasibility, undue financial/administrative burden or requiring changes fundamental to the program.

EXAMPLE: Ian, an individual with mobility impairment, requests that CHA make his current CHA apartment barrier free. In order to accomplish this, CHA would have to remove a wall that is required for the structural support of the building making the requested accommodation impossible. CHA would offer to transfer Ian to an apartment that is already fully accessible.

EXAMPLE: Donna, an individual with mobility impairment, is unable to climb stairs and requests that CHA install an elevator in her building to make her fourth floor CHA apartment accessible. The cost of this accommodation would create an undue financial burden on CHA making the requested accommodation unreasonable. However, CHA would offer to relocate Donna to an accessible apartment as soon as possible.

EXAMPLE: Freddy, an applicant with disabilities and income well in excess of the maximum income levels for eligibility requests that CHA waive the income eligibility maximums so that he may obtain a first floor apartment in CHA owned housing. Even if Freddy could show the connection between his disability and the need for a first floor apartment, waiving the maximum income levels would be a fundamental change to the program since CHA housing is meant to be available to low-income households. Freddy is not qualified for the program. Admitting him would be a fundamental change.

EXAMPLE: Rachel, a resident residing on the third floor, has a tragic accident that leaves her permanently unable to climb stairs. Rachel requests that CHA install a permanent lift system in the publicly accessed stairway as a reasonable accommodation. After review of the layout of the stairwell and the cost of the lift system, it is determined that the request is not only structurally infeasible but would also be a financial burden on CHA. As an alternative, the CHA offers to transfer Rachel to the next available first floor apartment.

Non-Compliance

EXAMPLE: Ali, an individual with disabilities resides by himself in family housing. During the past year, Ali has set off the smoke alarm four times because he has forgotten to shut off the stove. Just recently, a fire started on the stove in Ali's apartment but was luckily contained by a neighbor. The CHA, fearing for the safety of the other residents, initiates an action to evict the resident. In response, Ali requests that his son reside with him in his apartment because his disability prevents him from living alone. Ali states that he should have overnight assistance. When assessing the request, the manager noted that all of the incidents occurred in the evening and after talking to the son, it is determined that he works the night shift and Ali would continue to be alone in the evening. The manager in this case would be justified if s/he denied the request.

EXAMPLE: In the case above, Ali makes a second request. In this second request, he asked that his 24-year-old niece reside with him as a Live-in Aide. The CHA has received information that Ali cannot live independently because of his disability and it is necessary for him to have overnight assistance. The request seems to be reasonable since it does not create an undue administrative or financial burden on the CHA and does not require a fundamental alteration in the program.

NOTE: A proposed Live-in Aide is subject to background checks, CORI checks, and SORI checks. CHA may disapprove such a person if s/he has: (1) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) committed drug-related criminal activity or violent criminal activity; or (3) currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act. A live-in aide is not a member of the household and therefore is not entitled to the voucher or unit as the remaining member of the requestor's family.

Documentation

EXAMPLE: Joan has asked for a transfer to a first floor apartment as a reasonable accommodation because she has a disability that makes climbing stairs difficult. CHA would ask for medical documentation that relates to Joan's disability but only with respect to her ability to climb stairs. The CHA would not ask for information regarding any unrelated issues or conditions that are unrelated to her specific reasonable accommodation request.

E. Procedure

1. Applicants or residents may make Reasonable Accommodation/Modification requests at any time and may make them verbally, although for reasons of clarity for both parties, Cambridge Housing Authority's preference is that requests be in writing.

    a. Request for Reasonable Accommodation/Modification and Authorization for Release of Information and Request for Verification from a Third Party Concerning a Reasonable Accommodation or Modification forms may be obtained from management offices, Leased Housing Department, Operations Department, Legal Department, and the program form section of CHA's website. These forms are not required but are preferred.

    b. Staff will assist applicants or residents who need such assistance and will accept requests in alternate format, if necessary because of a disability, such as tape recordings of information, large type, or bold print.

    c. At the time a request is made, the person making the request will receive a date-stamped receipt and information necessary to track their request.

    d. Requests for reasonable accommodation and modification may be submitted to any CHA staff person or its agent but will promptly be passed on to the appropriate person (site manager, leasing officer, or 504/ADA Coordinator) as described below.

2. Site Managers or Leasing Officers are authorized to process reasonable accommodation/modification requests that are non-monetary or cost less than $2500, that are routine, do not involve a complex issue, and do not require additional verification from a third party.

    a. An issue is complex if it requests a significant change in rules, regulations, or standard practice of CHA, involves an outside agency, or involves a legal issue.

b. If the Site Manager or Leasing Officer determines that the request will require additional verification from a third party, s/he will refer the request to the 504/ADA Coordinator within five (5) business days and immediately notify the requestor of the referral.

3. For routine requests, non-monetary requests, or those under $2,500, Site Managers or Leasing Officers shall approve a reasonable accommodation/modification request in writing as soon as possible, but within ten (10) business days of receiving the request.

4. Any request that the Site Manger or Leasing Officer determines should not be approved will be referred to the 504/ADA Coordinator within five (5) business days after the determination is made without a decision being issued. The Site Manager or Leasing Officer will immediately notify the requestor of the referral.

5. If the Site Manager or Leasing Officer approves the reasonable accommodation/modification request, s/he will implement the change as soon as possible, but no later than ten (10) business days from the time of the decision or as soon as is reasonably possible to comply with the request.

   a. More time may be necessary for transfers, for items requiring bids, construction, special equipment, etc.

   b. Staff will notify the requestor of reasons for delay and, when feasible, the estimated completion time for such requests.

   c. A copy of all approvals will be sent to the 504 Coordinator.

6. The 504/ADA Coordinator is authorized to process the following:

   a. All requests $2,500 and over,

   b. Requests under $2500 that are referred by a Site Manager or Leasing Officer in accordance with paragraph 2 and paragraph 4 above,

   c. Transfers related to a reasonable accommodation requests,

   d. Requests for assistance animals,

   e. Requests requiring additional verification from a third party,

   f. Requests containing complex issues as defined above, and

   g. All policy-related requests.

7. The 504/ADA Coordinator shall approve or deny a reasonable accommodation request in writing as soon as possible, but within ten (10) business days if there is no additional verification required, or within ten (10) business days of receiving sufficient verification to make a decision.

8. If the 504/ADA Coordinator, based on evidence, determines that the person is not disabled as defined in Section B.2. of this policy, or a request is structurally infeasible, poses an undue financial or administrative burden or requires a fundamental change in the nature of the program, the 504/ADA Coordinator will follow the process set out below.

    a. FINANCIAL OR ADMINISTRATIVE BURDEN: The 504/ADA coordinator will notify requestor in writing that the request constitutes a financial or administrative burden, with an explanation of the reasons and the right to obtain supporting documentation, and offer to make changes that do not pose such a burden if possible under the circumstances.

        - Possible alternatives could include but are not limited to:

            - Paying for a less expensive partial accommodation,
            - Combining CHA funds with resources from other agencies, programs, or other sources,
            - A transfer to a unit that already has the requested features, or
            - Waiting until a later time when more funds are available.

        - Notice shall also include the right to appeal the decision to the Appeals Officer.

        - An agreement for a partial or delayed accommodation should be in writing or in an alternate permanent format. Upon request, CHA shall provide the person requesting the accommodation with adequate supporting documentation of the basis for determining undue burden. Such notice shall also include the right to appeal the decision to the Appeals Officer.

    b. STRUCTURAL INFEASIBILITY: The 504/ADA coordinator will notify requestor in writing that the request constitutes a structural infeasibility, with an explanation of the reasons and the right to obtain supporting documentation and an offer to carry out reasonable alternatives.

        - Possible alternatives could include but are not limited to:

            - Transfer to a unit that already has the requested features
            - An agreement for a partial accommodation or a feasible alternative.

        - Notice shall also include the right to appeal the decision to the Appeals Officer.

    c. FUNDAMENTAL CHANGE: If the 504/ADA Coordinator finds that the request requires a fundamental change in the nature of the program, s/he will give requestor a written explanation and will discuss and carry out any reasonable alternatives, with the agreement of the requestor, that do not require a fundamental change in the nature of the program. Such notice shall also include the right to appeal the decision to the Appeals Officer.

d. If the 504/ADA Coordinator finds that the person is not disabled within the definition in the policy, s/he will give requestor a written explanation. The notice shall also include the right to appeal the decision to the Appeals Officer.

9. If the requestor agrees to something other than the initial request, s/he will sign or otherwise record approval of such an agreement.

10. In some cases, a meeting with the person requesting the accommodation, and any service providers or other technical assistance sources, may be the best way to identify the best solution.

a. The person seeking the accommodation may bring anyone they consider helpful to such a meeting.

b. Upon request of either party, such meetings will be held promptly but no later than ten (10) business days from the time of request to CHA and at a mutually agreeable time for all participants.

11. Once a reasonable accommodation/modification request is granted, and an accommodation or modification that meets the needs of the requestor is offered, the requestor has five (5) business days to accept the offer.

a. The requestor may reject the offer for good cause, in which case the 504/ADA Coordinator will extend a new offer to the requestor.

b. In order to demonstrate good cause for rejecting an offer, the requestor must be willing to document one of the situations below:

- The requestor is willing to accept the offer, but is unable to do so at the time of the offer because of temporary hospitalization or recovery from illness of the head of household, other household members or live-in aide;
- The requestor demonstrates that acceptance of the offer would place a household member's life, health or safety in jeopardy; or
- The offer is inappropriate to meet the needs of the requestor.

c. If the requestor cannot demonstrate good cause for rejecting the offer, the 504/ADA Coordinator will consider the request for reasonable accommodation/modification closed.

- The 504/ADA Coordinator will promptly notify the requestor of the decision to consider the reasonable accommodation/modification request closed and that the requestor did not have good cause to reject the offer.
- The notice to notify the requestor shall include their right to request a review before the Appeals Officer.

F. Appeal Process

1. An individual who received a denial of a request for reasonable accommodation/modification or is otherwise dissatisfied with an accommodation that is offered from the 504/ADA Coordinator has the right to appeal that decision to the Appeals Officer.

2. The time period to request a review with the Appeals Officer shall be ten (10) business days from receipt of the notice of CHA's action.

3. Requests should be made to the Appeals Officer in writing or an alternate format. The Appeals Officer can be reached by contacting CHA Legal Department.

4. Once a request is received, an informal hearing shall be scheduled within ten (10) business days.

5. If requested, the Executive Director or his/her Designee may accept late requests for an informal hearing, provided that the requestor can show good cause or as a reasonable accommodation to the appeal process.

6. During the appeal process the requestor will:

    a. Receive an informal hearing before the Appeals Officer. The informal hearing will be audio taped.

    b. Have the ability to copy documents from the individual's CHA file.

        - The requestor will be given the opportunity to examine before the informal hearing any CHA documents[3] that are directly related to the reasonable accommodation or modification request.
        - The requestor will be allowed to copy any such documents at the individual's expense.

    c. Be able to present any relevant evidence.

    d. Have the opportunity to respond to any CHA allegation and to cross-examine any witnesses.

    e. Be able to present witnesses or oral objections to any evidence.

    f. Have the opportunity to obtain representation at the individual's own expense.

    g. Have the opportunity to request an interpreter to be provided by CHA, at CHA's expense.

    h. Be able to request a copy of the informal hearing audiotape.

    i. Will receive a written decision within ten (10) days of the informal hearing, overturning or upholding the decision of the 504/ADA Coordinator.

    j. Have the opportunity to request reasonable accommodation as to the manner in which the informal hearing is conducted.

[3] The term "documents" includes records and regulations.

7. Evidence may be considered without regard to admissibility under the rules of evidence applicable under judicial proceedings; and factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the informal hearing.

8. CHA shall present evidence to support its proposed reasons for denying the reasonable accommodation or modification outlined in its written denial of the individual's request for reasonable accommodation or modification.

9. If CHA wishes to amend the grounds for the proposed denial, CHA must notify the requestor by letter no fewer than fourteen (14) days prior to the informal hearing.

10. The Appeals Officer shall not be the person who made the decision in question nor that person's subordinate.

11. The Appeals Officer shall make a factual determination relating to the individual circumstances of the individual that shall be based on a preponderance of the evidence presented at the informal hearing.

12. Upon request, and within thirty (30) days after the informal hearing, the Executive Director may exercise his/her discretion to reconsider a CHA Appeals Officer's decision as a reasonable accommodation or modification to the Appeal Process, but only when new information surfaces which may justify reconsideration of the decision.

13. CHA is not bound by decisions that are contrary to HUD regulations or requirements or contrary to Federal, State or local law.

14. If the Executive Director or his or her designee determines that CHA is not bound by the informal hearing decision, CHA must promptly notify the requestor of the determination and the reason for such a decision. Any such decision by the Executive Director or his/her designee shall be made in writing and shall explain its basis and shall state that the requestor also has the right to file a fair housing complaint with HUD, MCAD, or in a court of law.

15. Nothing in this Policy shall limit a person's rights to proceed with an administrative or court action relating to his or her disability. CHA shall inform any individual in writing when their reasonable accommodation or modification request is acted upon of their right to file a fair housing complaint, whether or not a review is pursued, with the following administrative agencies or in a court of law:

    Department of Housing and Urban Development (HUD)
    Office of Fair Housing and Equal Opportunity
    10 Causeway Street
    Boston, MA 02222
    Telephone 1 (800) 827-5005, or (617) 565-5308
    TDD (617) 565-5453

Massachusetts Commission against Discrimination (MCAD)
One Ashburton Place, Room 601
Boston, MA 02108
Telephone: (617) 727-3990
TDY (617) 727-3990, ext. 588

The Cambridge Human Rights Commission (CHRC)
51 Inman Street, 2nd Floor
Cambridge, MA 02139
Phone: (617) 349-4396
TTY: (617) 492-0235

16. CHA will not take adverse action against a requestor with a pending reasonable accommodation request if the action relates to the pending request.

17. CHA will take action against a requestor with a pending reasonable accommodation if the requestor presents a threat to the health and safety of other residents or tenants.

G. Third Party Representatives

a. Any individual with a disability who makes a reasonable accommodation/modification request may authorize a third party representative to act on his or her behalf in dealing with CHA.

b. Upon presentation of appropriate authorization, a third party representative may fill out and sign the Request for Reasonable Accommodation/Modification form for an individual with a disability.

c. Upon submission of a written request by an individual with a disability who has asked for reasonable accommodation/modification, an authorized third party representative shall be given access to all documents in the individual's file which relate to his or her reasonable accommodation/modification request.

Chapter 11b POLICY REGARDING DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING (VIOLENCE AGAINST WOMEN ACT (VAWA) REQUIREMENTS)

A. PURPOSE

1. The purpose of this Policy is to reduce domestic violence, dating violence, sexual assault and stalking and to prevent homelessness by:

    a. Protecting the safety of victims;

    b. Creating long-term housing solutions for victims;

    c. Building collaborations among victim service providers; and

    d. Assisting CHA to respond appropriately to the violence while maintaining a safe environment for CHA, employees, resident households, applicant households and others.

2. The Policy will assist CHA in providing rights under the Violence Against Women Act ("VAWA") to its applicant, those currently housed and any other program participants.

3. This Policy applies to applicants for all CHA programs and to CHA residents and program participants.

B. MISSION STATEMENT

CHA's policy is to comply with the 2005 VAWA Pub. L. 109-162, as amended by VAWA 2013 (The Violence Against Women Reauthorization Act of 2013, Pub. L. 113-4); CHA shall not discriminate against an applicant, resident household, or other program participant on the basis of the rights or privileges provided under the VAWA.

C. DEFINITIONS

The definitions in this Section apply only to this Policy.

a. **Confidentiality:** CHA will not enter information provided to CHA under this policy into a shared database or provide this information to any related entity except as stated in D.4., below.

b. **Dating Violence:** Violence committed by a person:

- Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- Where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship;
- The type of relationship; and
- The frequency of interaction between the persons involved in the relationship.

c. **Domestic Violence:** Felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, committed by a person with whom the victim shares a child in common, committed by a person who is cohabitating with or has cohabitated with the victim as a spouse, committed by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Massachusetts, or committed by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Massachusetts.

d. **Affiliated Individual:** A spouse, parent, brother or sister, or child of a victim or an individual to whom the victim stands in loco parentis; or any other individual, tenant, or lawful occupant living in the resident household of that individual.

e. **Perpetrator:** A person who commits an act of domestic violence, dating domestic violence, sexual assault, or stalking against a victim.

f. **Sexual Assault:** Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

g. **Stalking:** Includes the following:

- To follow, pursue or repeatedly commit acts with the intent to kill, injure, harass or intimidate the victim;
- To place under surveillance with the intent to kill, injure, harass or intimidate the victim;
- In the course of, or as a result of such following, pursuit, surveillance, or repeatedly committed acts, to place the victim in reasonable fear of the death of, or serious bodily injury to the victim; or
- To cause substantial emotional harm to the victim, a member of the immediate family of the victim or the spouse or intimate partner of the victim.

h. **Victim:** A person who is the victim of domestic violence, dating violence, sexual assault or stalking under this Policy and who has timely and completely completed the certification under Section C or as requested by CHA.

D. CERTIFICATION AND CONFIDENTIALITY

1. HUD Approved Certification

a. For each incident that a person is claiming is abuse, except as provided in Section C.2. below, the person shall certify to CHA, owner or manager their victim status by completing a HUD approved certification form.

b. The person shall certify the date, time and description of the incidents, that the incidents are bona fide incidents of actual or threatened abuses and meet the requirements of VAWA and this Policy.

c. Unless to do so would be unsafe to provide or the name of the perpetrator is unknown to the victim, the person shall provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other information. CHA will not make contact with the perpetrator if doing so would create a risk of harm to the person claiming abuse.

d. If there is reason to believe that the certification is incomplete or inaccurate, CHA may require additional documentation of the incident. Such documentation shall not place the victim in any danger. CHA shall work with the victim to identify appropriate sources of documentation.

2. Other Certification: A person who is claiming victim status may provide to CHA, an owner or manager the following certification instead of the HUD-approved certification:

a. Documentation signed by the victim and an employee, agent, or volunteer of a victim service provider, a social service provider, domestic violence shelter staff, school personnel, an attorney, or a medical professional, including social workers, psychologists, and mental health providers, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault or stalking or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. § 1746) to the professional's belief that the incident(s) in question are bona fide incidents of abuse; or

b. A federal, state, tribal, territorial, local police or court record.

c. If the victim elects to provide other certification, either that certification or the victim must provide information to identify the perpetrator including but not limited to the name and, if known, all alias names, date of birth, address, contact information such as postal, e-mail or internet address, telephone or facsimile number or other information unless to do so would be unsafe to provide or the name of the perpetrator is unknown.

3. Failure to Provide Certification

a. The person shall provide complete and accurate certifications to CHA, owner or manager within fourteen (14) business days after the party requests in writing that the person completes the certifications. CHA shall allow reasonable extensions, as determined by CHA, for submission of certifications for good cause shown.

b. If the person does not provide a complete and accurate certification within the 14 business days, or any CHA-approved extension, CHA, the owner or manager may take action to deny or terminate participation or tenancy.

4. Confidentiality: CHA, the owner and manager shall keep all information provided to CHA under this Section confidential. CHA, owner and manager shall not enter the information into a shared database or provide to any related entity except to the extent that:

   a. The victim requests or consents to the disclosure in writing;

   b. The disclosure is required for:

      - Eviction from public housing.
      - Termination of Section 8 assistance; or
      - Applicable law requires the disclosure.

E. APPROPRIATE BASIS FOR DENIAL OF ADMISSION OR TENANCY

1. CHA shall not deny participation or admission to a program on the basis of a person's victim status, if the person otherwise qualifies for admission or assistance.

2. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking and/or any behavior engaged in by a perpetrator directly related to such incidents will not be a serious or repeated violation of the lease by victim and shall not be good cause for denying to a victim admission to a program, terminating occupancy rights, or evicting a tenant.

3. Where CHA receives adverse information about an applicant or applicant's household member(s) and the applicant is a victim of domestic violence, CHA shall determine whether there is a substantial connection between the adverse information and the fact that the applicant/household member is a victim of domestic violence. If CHA determines that there is such a connection, then CHA shall disregard the adverse information (provided that the perpetrator will not be part of the applicant household).

4. CHA shall not require a particular landlord reference or other information, where obtaining such a reference or information will place the applicant, or a member of the applicant's household, at increased risk of harm. In this instance, CHA shall allow reasonable alternative forms of verification as determined by CHA, and shall not ask the applicant to obtain documents not reasonably obtainable, as determined by CHA. CHA shall, in appropriate instances, permit the applicant to provide photocopies of original documents where originals cannot be obtained due to the actions of the perpetrator.

5. Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a tenant's resident household or any guest or other person under the tenant's control

shall not be cause for termination of tenancy, or occupancy rights if the tenant or an affiliated individual is the victim of that domestic violence, dating violence, sexual assault or stalking.

6. Notwithstanding Sections E.1., E.2., and E.5., above, CHA may bifurcate a lease to evict any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others without evicting, or otherwise penalizing the victim of the violence who is also a tenant or affiliated individual.

7. If a tenant who is evicted in accordance with paragraph 6 above was the sole tenant eligible to receive assistance, any remaining tenant or affiliated individual will be provided an opportunity to establish eligibility, in accordance with the requirements of the Plan pertaining to eligibility for continued occupancy. If no tenant or affiliated individual is eligible for the program, a reasonable time, as defined by HUD, to find new housing or to establish eligibility for another covered housing program (as defined in VAWA) will be provided to the remaining tenant or affiliated individual.

8. Nothing in Sections E.1., E.2., and E.5., above shall limit the authority of CHA, an owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the resident household members when the family breaks up.

    a. Nothing in Sections E.1., E.2., and E.5., above limits CHA's authority to evict or terminate assistance to any tenant for any violation of lease not premised on the act or acts of violence against the tenant or a member of the tenant's resident household. However CHA, owner or manager may not hold a victim to a more demanding standard.

    b. Nothing in Sections E.1., E.2., and E.5., above limits CHA's authority to evict or terminate assistance, or deny admission to a program if CHA, owner or manager can show an actual and imminent threat to other resident households, neighbors, guests, their employees, persons providing service to the property or others if the tenant family is not evicted or terminated from assistance or denied admission.

    c. Nothing in Sections E.1., E.2., and E.5., above limits CHA's authority to deny admission, terminate assistance or evict a person who engages in criminal acts including but not limited to acts of physical violence, sexual assault or stalking against family members or others.

    d. A resident household may request a transfer in accordance with CHA's Transfer Policy to protect their health or safety if the resident household meets the following criteria:

        - Is a victim under this Policy;
        - For a victim of sexual assault, the incident occurred within the ninety (90) days preceding the date of the request for transfer;
        - Reasonably believes he or she is imminently threatened by harm from further violence if he or she remains in the apartment; and

- Has complied with all other obligations of the program;
- The determination of eligibility for the transfer will be made by the Director of Operations or his/her designee;
- A household found to meet the above criteria may be permitted to transfer to another CHA unit, receive a Section 8 voucher and stay in Cambridge or move to another Section 8 jurisdiction, provided that the transfer will ameliorate the risk to the health and safety of the victim.

F. ACTIONS AGAINST PERPETRATORS

1. CHA may evict, or deny admission to a program or bar a perpetrator from its property under this Policy.
2. The victim shall take action to control or prevent the domestic violence, dating violence, sexual assault or stalking. Steps taken shall be reasonable to the circumstances of each case, and shall not create a risk of harm to the victim. The action may include but is not limited to:
    a. Obtaining and enforcing a restraining or no contact order or order for protection against the perpetrator;
    b. Obtaining and enforcing an order barring the perpetrator from the property;
3. Enforcing CHA or law enforcement's order barring the perpetrator from the property;
4. Preventing the delivery of the perpetrator's mail to the victim's unit;
5. Providing identifying information listed in D.1.c., above; and
6. Other reasonable measures.
7. CHA shall take measures to protect the confidentiality of a victim's tenant file from disclosure to a perpetrator after the perpetrator has been removed from the household.

G. NOTICE TO APPLICANTS AND RESIDENT HOUSEHOLDS

CHA shall provide notice to applicants and, resident households, of their rights and obligations under VAWA and this Policy upon denial of residency in a dwelling unit, at the time the individual is admitted to a dwelling unit, with any notification of eviction or notification of termination of assistance, and in multiple languages in accordance with CHA Language Assistance Plan, in a form developed by HUD, and including a HUD Certification Form as described in Section C above. Such notice shall include the duty of CHA to consider mitigating circumstances and to request a reasonable accommodation under CHA's Reasonable Accommodation Policy.

H. REPORTING REQUIREMENTS

CHA shall include in its Annual Plan, a statement of goals, objectives, policies or programs that will serve the needs of victims. CHA shall also include a description of activities, services or programs provided or offered either directly or in partnership with other service providers to victims, to help victims obtain or maintain housing or to prevent the abuse or to enhance the safety of victims.

I. CONFLICT AND SCOPE

This Policy does not enlarge CHA's duty under any law, regulation or ordinance. If this Policy conflicts with the applicable law, regulation or ordinance shall control. If this Policy conflicts with another CHA policy, this Policy will control.

Chapter 11c LIMITED ENGLISH PROFICIENCY (LEP) POLICY

Limited English Proficiency Policy and Language Assistance Plan – Policy Document Adopted by CHA's Board of Commissioners on February 27, 2008.

NOTE: CHA's Language Assistance Plan is scheduled to be updated in 2016, to ensure accurate representation of current data regarding primary languages spoken by CHA residents.

A. INTRODUCTION

1. Cambridge Housing Authority (CHA) is committed to ensuring equal access to its programs and services by all residents, regardless of primary language spoken. Title VI and Executive Order 13166 require recipients of federal financial assistance to take reasonable steps to ensure meaningful access to their programs and services by Limited English Proficient (LEP) persons. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English can be considered LEP persons.

2. On January 22, 2007, the U.S. Department of Housing and Urban Development (HUD) issued Final Guidance to recipients of HUD funding concerning compliance with the Title VI prohibition against national origin discrimination affecting LEP persons. HUD's Final Guidance defines a four (4)-factor self-assessment method that assists agencies receiving HUD funds in determining the extent of their obligations to provide LEP services. Based on the Final Guidance and the Voluntary Compliance Agreement dated September 27, 2007, CHA completed an LEP self-assessment.

3. Using the LEP self-assessment as a guide, CHA has prepared this Language Assistance Plan (LAP) which defines the actions to be taken by CHA to ensure Title VI compliance with respect to LEP persons. CHA will periodically review and update this LAP in order to ensure continued responsiveness to community needs and compliance with Title VI.

B. GOALS OF THE LANGUAGE ASSISTANCE PLAN

1. The goals of CHA's Language Assistance Plan include:

    a. To ensure meaningful access to all programs by all eligible individuals regardless of primary language spoken.

    b. To ensure that all LEP individuals are made aware that CHA will provide free oral interpretation services to facilitate their contacts with and participation in CHA programs.

    c. To provide written translations of vital documents to LEP individuals in accordance with HUD's "safe harbor" guidelines".

    d. To ensure that CHA staff are aware of available language assistance services and how these services need to be used when serving LEP individuals.

e. To provide for periodic review and updating of language assistance plans and services in accordance with community needs.

C. LEP INDIVIDUALS WHO NEED LANGUAGUE ASSISTANCE

1. Cambridge is a highly diverse community in which numerous LEP households reside. The Cambridge Department of Community Development estimates that 31.2% of all residents over age 5 speak a language other than English at home. According to Census data, there are at least forty-one (41) languages other than English spoken in Cambridge homes. Table 1 highlights the diversity of languages spoken by persons who are most likely to be served by CHA, i.e. low-income persons earning less than 50% of Area Median Income. Note that the most frequently spoken non-English languages by CHA's target population are Spanish, French/Haitian Creole and Portuguese. When the focus is narrowed to existing CHA residents and Housing Choice Voucher (HCV) participants, the predominant non-English languages are French/Haitian Creole and Spanish.

Table 1 – City of Cambridge MA Primary Languages Spoken At Home
Persons in Households with Incomes < $35,000

Language or Language Group	Number of Persons 5 and older	Percentage of Persons 5 and older	Translation Requirements
TOTAL PERSONS	25,468	100.0%	
English Only	16,133	63.3%	
Spanish	2,115	8.3%	Requires Oral Translation
French or Haitian Creole	1,602	6.3%	
Portuguese	1,199	4.7%	
Amharic	463	1.8%	Requires Written Translation Only
Chinese	437	1.7%	
Arabic	420	1.6%	
Korean	315	1.2%	
Japanese	250	1.0%	
Bengali	242	1.0%	
Other Language (31); Not Specified	2,292	8.9%	
Total Persons Speaking a Language Other Than English	*9,335*	*36.7%*	

Source: U.S. Census, Decennial Census

D. TYPES OF ASSISTANCE NEEDED BY LEP PERSONS

1. The majority of contacts between CHA and LEP persons are meetings, written communications and phone calls where information is exchanged. Examples include interactions by applicants with CHA Leasing Officers during the application process leading up to housing in CHA developments, or the leased housing program, as well as periodic contacts between residents and CHA Operations staff related to management, maintenance and lease compliance issues. Oral interpretation services may be needed for these contacts.

2. Other contacts involve the exchange and review of printed materials, some of which may be considered "vital documents". HUD' Final Guidance defines vital documents as, "any document that is critical for ensuring meaningful access to the recipients' major activities and programs by beneficiaries generally and LEP persons specifically". The list of documents considered vital by CHA includes the following for each program (as applicable):

    a. Language Identification Form
    b. Initial and final application(s) for housing
    c. Appointment notices
    d. Consent forms
    e. Lease including lease addenda
    f. Lease compliance notices including notices to quit
    g. Termination notices
    h. Grievance and Conference hearing notices and procedures
    i. Recertification related forms and notices
    j. Inspection notices and results
    k. Rent simplification notices and schedules
    l. Rent change notices
    m. Transfer policies and procedures
    n. Section 8 family obligations

CHA will periodically review and update this list to reflect those documents that are considered vital to applicants and/or residents. With respect to these vital documents, CHA will maintain each in all three (3) "threshold" languages.

E. LANGUAGE ASSISTANCE TO BE PROVIDED

1. In order to promote equal access to CHA programs and services by LEP individuals, CHA will implement the following array of language assistance services. Except where noted, all actions will be implemented by March 31, 2009:

2. Identification of LEP Persons and Notices: Use of "I Speak Cards": In order to help identify LEP individuals and determine the appropriate language assistance, CHA will post and make available I Speak Cards at its central office waiting room and CHA site based management offices. Applicants, residents and HCV participants can use these cards to indicate their primary language. CHA staff at the point of entry will then make appropriate arrangements for interpretation services, generally using either a bilingual staff person or a telephone interpretation service.

3. Notices of Oral Interpretation Services: CHA will provide free access to either bilingual staff or telephone interpretation services for all contacts with LEP individuals. CHA will prominently post multi-lingual notices at its central office and CHA site based management offices and on its website which indicate that free oral interpretation services are available upon request.

4. Language Preferences of Residents and Applicants: CHA will ask applicants and residents, through the use of its language identification form, to identify their primary language at initial application (for new applicants) and at recertification (for existing residents/participants), and to identify their language preference for receiving written communications. The language identification form will also ask the applicant, resident/participant if translations services are necessary. This information will be included in the paper files and in the electronic record (upon implementation of CHA's new computer system slated to be installed beginning in late 2008.)

5. Language Assistance Measures

    a. Oral Interpretation – Staff: Where feasible, bilingual CHA staff will be deployed to communicate with LEP individuals in their native languages and to assist them in reviewing CHA materials, answering questions about CHA programs, and responding to CHA forms and information requests. Currently, CHA employs staff members who speak Spanish and French/Haitian Creole, and Portuguese which are the non-English languages spoken most frequently by eligible persons served by CHA.

    b. Oral Interpretation – Telephone Support: CHA will use the services of a professional telephone interpretation service whenever requested by an LEP individual and/or when an LEP person uses an I Speak card to signify that they speak a non-English language and a qualified staff person that speaks the appropriate language is unavailable. When these contacts involve review of CHA forms and procedures, CHA will schedule the call so that the telephone translator has the opportunity to first review the relevant form or procedure. CHA will only utilize interpretation services, which demonstrate a high degree of training and professionalization among the interpreter staff. CHA currently utilizes a service that provides 24/7 coverage, trained and certified interpreters, and coverage for 170 languages. CHA staff will be trained in how to access this service, which will be available as needed for LEP applicants, CHA residents or HCV participants.

    c. Oral Interpretation: In- person Assistance: In limited instances where telephone interpretation services or the use of bilingual CHA staff are determined insufficient to ensure meaningful access, CHA will provide qualified in-person interpretation services at no cost to the LEP individual either through local Cambridge community organizations or through contracts with qualified and trained interpretations services. An example of contacts where in-person assistance is likely to be required includes termination hearings and evictions. Due to the considerable expense involved in providing in-person assistance, CHA will generally strive to use telephone assistance. If the LEP person does not wish to use CHA's interpretation services, the LEP person may provide their own qualified interpreter at their own expense; however, see below regarding use of family and friends as interpreters.

    d. Oral Interpretation: Use of Other Interpreters not provided by CHA: As noted above, LEP individuals will be informed that CHA will provide them with free access to oral interpretation services via bilingual CHA staff or qualified, trained contractors as needed. If the LEP individual requests their own qualified, trained interpreter, this will be allowed at the individual's own expense. Use of family members and friends, especially minor children, as interpreters will generally be discouraged.

Exceptions may be made where the contact with the LEP person is of a routine nature, one that does not involve confidential matters, or significant/complex matters impacting the applicant or resident's housing status, rent payments, or lease compliance issues and the LEP person signs a release that indicates alternative services were offered and waived. Staff will be advised to be alert to the potential for any conflict of interest or competency issues that may arise from the involvement of family or friends. If staff has questions about the appropriateness of allowing family and friends as interpreters, they will consult with CHA's LEP Coordinator for guidance.

e. Written Translation: CHA will translate the vital documents listed above into the most frequently used non-English languages: Spanish, French/Haitian Creole, and Portuguese. This process will begin in February 2008 and is scheduled for completion by March 31, 2009.

f. Communication with LEP Telephone Callers: CHA will continue to provide English, Spanish, French/Haitian Creole options for its automated waitlist status line. For callers to CHA's office, recognizable languages including Spanish and French/Haitian Creole will be transferred to bilingual CHA staff when available. If needed, CHA will attempt to place a three-party call to the oral interpretation telephone service to determine if the service is able to identify the language spoken and provide an interpreter.

6. Staff Training and Coordination: CHA will provide training on LEP awareness and required assistance actions under the Language Assistance Plan for employees. This will include:

   a. Mandatory training: A mandatory training will be scheduled for all employees to review the Language Assistance Plan elements, review new procedures related to the LAP, and to inform staff of their responsibilities relative to LEP persons. On an ongoing basis, periodic refresher training will be provided to staff that regularly interact with CHA clients.

   b. LEP Coordinator: CHA will designate a staff member as LEP Coordinator, responsible for ongoing updating of the LEP analysis, addressing staff and public questions and issues related to LEP matters, and providing ongoing LEP training.

7. Providing Notice to LEP Persons: To ensure that LEP persons are aware of the language services available to them, CHA will take the following actions:

   a. Post LEP notices in CHA's offices and on website: As described in paragraph D. 7., above.

   b. Partner with community agencies: CHA will contact local community agencies who work with LEP persons to: a) inform them of CHA's policies regarding language services to LEP persons; and, b) solicit their assistance and cooperation in communication CHA's policies and providing assistance to LEP persons.

   c. Incorporate multi-lingual messages into CHA outreach documents: CHA will utilize standard messages in Spanish, French/Haitian Creole and Portuguese on outreach materials and notices

d. Inform resident associations of language assistance services.

8. Monitoring and Updating the Language Assistance Plan

   a. Every two (2) years, as part of CHA annual plan process, the LAP will be reviewed and updated, if needed. The review will assess:

      - Whether there have been any significant changes in the composition or language needs of the LEP population in Cambridge;
      - A review to determine if additional vital documents require translation;
      - A review of any issues or problems related to serving LEP persons which may have emerged during the past year; and
      - Identification of any recommended actions to provide more responsive and effective language services.

9. Since it will be part of CHA's overall annual plan process, the annual LAP review and update process will facilitate public review and comment. CHA will also continue to utilize its annual resident survey to query residents about their LEP needs.

Chapter 12 General Inspection Guidelines

A. CHA FPH PBV Housing Quality Standards (HQS) Inspection Protocol

UNIT TYPE	Inspection Type	INSPECTOR
Project-Based	Annual (100 % of all units)	CHA
Project-Based	Annual Sample (10% of all units)	Third Party
Project-Based	Quality Control (5% of sample and move-in inspections)	Third Party
Project- Based	Move-in	Third Party

B. General Inspection Guidelines

1. All units must meet the minimum standards set forth in the Massachusetts State Sanitary Code. In cases of inconsistency between the Code and HQS, the stricter of the two prevails.

2. All utilities must be in service at the time of inspection. If the utilities are not in service at the time of inspection, the inspector will notify whoever is responsible to have the utilities turned on. The inspector may then schedule a follow-up inspection or request that CHA and/or the household certify in writing that the utilities are on and appliances are in proper working order.

3. The household must allow CHA to inspect the unit at reasonable times with reasonable notice.

4. For all inspections, the household is notified of the date and time of the inspection appointment in writing. Upon notification by CHA, it is the responsibility of the household to comply with inspection procedures.

    a. CHA will notify the household in writing at least ten (10) days prior to a regular inspection, or 48 hours for a special inspection. Residents are allowed to request a rescheduled appointment 48 hours prior to inspection.

    b. Failure to complete an **originally-scheduled inspection** appointment without giving 48 hours prior notice, **or a rescheduled (second attempt) inspection appointment** without good cause may be subject to lease enforcement action(s). CHA may transfer incurred charges for cancelled inspections from the third-party inspector to the resident (quality-control inspections).

    c. While CHA inspectors will attempt to work with households when rescheduling appointments, it is important to understand that it is impossible to accommodate all requests for specific dates and times and therefore, most requests will simply result in the household being placed back into the inspection queue for the next available date.

5. The household will be notified in writing of the results of all inspections.

6. When an inspection identifies HQS failures, CHA will determine:

a. Whether or not the failure is a life threatening condition; and

b. Whether the household is responsible.

C. Types of Inspections

1. There are four types of inspections CHA will perform:

    a. Move-in Inspection: Designed to ensure unit meets HQS standards prior to move in.

    b. Annual Unit Inspection: Conducted at all units on a regular basis by CHA staff according to CHA policy .

    c. Annual Sample Inspection: Conducted at a random sample of 10% of units each year by a third-party inspector, according to CHA policy. An additional 20% are selected if any unit fails.

    d. Quality Control Inspection.

2. Any units failing either move-in or annual inspections are required to be re-inspected once deficiencies have been addressed

3. Any apartment administered by CHA that will be occupied by a household with children under the age of six must be in compliance with the lead paint laws of Massachusetts. Under no circumstances will housing assistance payments be provided on an apartment that does not meet the requirements of this section.

4. Regardless of whether or not a child under the age of six will reside in the apartment, any household leasing an apartment constructed before 1978 must be provided with an executed copy of the "Tenant Lead Law Notification" form completed by CHA and a copy of the form must be kept in the households' file.

D. Quality Control Inspections

1. Supervisory personnel who have not been involved in routine inspections shall monitor the quality of CHA's inspections, by re-inspecting five (5%) percent of all move-in and annual sample inspections performed each quarter.

2. The purpose of Quality Control inspections are to determine that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

3. The sampling of files will include recently completed inspections (within the prior three (3) months).

E. Time Standards for Repairs

Emergency items, which endanger the family's health or safety, must be corrected by the owner (or the household in cases of tenant-caused emergency failures), within forty-eight (48) hours of notification. For non-emergency items, repairs must be made within thirty (30) calendar days of notification. At its discretion, CHA may approve an extension beyond thirty (30) calendar days.

F. Failed Inspections – Emergencies

1. The following items are considered of an emergency nature and must be corrected by the owner or household (whoever is responsible) within forty eight (48) hours of notice by the inspector:

    a. Any condition that jeopardizes the security of the unit.

    b. Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling.

    c. Natural gas or fuel oil leaks.

    d. Any electrical problem or condition that could result in shock or fire.

    e. Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.

    f. Utilities not in service, including no running hot water.

    g. Conditions that present an imminent possibility of injury.

    h. Obstacles that prevent safe entrance or exit from the unit.

    i. Absence of a functioning toilet in the unit.

    j. Inoperable smoke detectors.

G. Determination of Responsibility for HQS Deficiencies

1. Certain HQS deficiencies are considered the responsibility of the household:

    a. Tenant-paid utilities not in service; or

    b. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear.

        i. "Normal wear and tear" is defined as items that could not be charged against the tenant's security deposit under state law or court practice.

2. The owner is responsible for all other HQS violations.

a. The owner is responsible for vermin infestation even if caused by the household's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease

3. The inspector will make a determination of owner or household responsibility during the inspection.

H. Household-caused HQS Violations

1. If an emergency HQS violation is determined to be the responsibility of the household, CHA will make or require that the household make repairs or corrections within 48 hours or make arrangements with the owner to have the repairs or corrections completed within 48 hours. CHA may charge the household for such repairs or corrections in accordance with the schedule of charges attached to the Lease.

2. If a non-emergency violation of HQS is determined to be the responsibility of the household, CHA will make or require that the household make repairs or corrections within 30 days or make arrangements with the owner to have the repairs or corrections completed within 30 days. CHA may charge the household for such repairs or corrections in accordance with the schedule of charges attached to the Lease.

3. When emergency or non-emergency violations of HQS are determined to be the responsibility of the household, CHA will take prompt and vigorous actions against the household to enforce HQS standards and to correct household caused violations.

4. Households that wish to dispute any charges for such repairs of corrections may appeal in accordance with the Grievance Policy attached to the Lease.

Chapter 13 PET POLICY

A. General

1. Except as defined in CHA's Reasonable Accommodation Policy regarding assistance animals, pets are not permitted in congregate housing, Single Room Occupancy properties or in CHA developments with exceptions listed below. Pets are permitted in CHA's other properties, subject to the policy described below or as defined in CHA's Reasonable Accommodation Policy.

B. Family Sites

1. The following pets are permitted in family developments only:

    a. Birds in cages; and

    b. Fish in aquariums

C. Elderly/Disabled Sites

1. The following pet policy applies in senior/disabled developments only:

    a. No household may have more than one pet (excluding birds or fish)

2. Permitted pets are:

    a. Domesticated dogs;

    b. Domesticated cats;

    c. Birds in cages; and

    d. Fish in aquariums

3. Dogs and cats must weigh less than thirty (30) pounds at their adult weight.

4. CHA may require verification from a veterinarian that a dog or cat's adult weight will not exceed thirty (30) pounds.

5. Dogs and cats must wear a valid animal license, rabies tag and a tag bearing the owner's name, address and phone number.

6. No pets that have bitten or have attacked may be kept in CHA properties.

D. Application

1. Households in developments where pets are permitted must submit a written request and receive written permission from CHA Property Manager to bring a dog or cat into a CHA building.

2. The household's written request must provide proof of the following:

    a. The pet has received all up to date inoculations.

    b. All dogs must have a current dog license.

    c. All female dogs and cats over the age of eight (8) months must be spayed.

    d. All male dogs and cats over the age of eight (8) months must be neutered.

    e. If health problems prevent spaying/neutering within the above timeframe, a veterinarian's certificate satisfactory to CHA will be necessary to allow the household to keep the pet in their unit.

3. The head of household must sign a lease addendum for a pet to be permitted to reside in a CHA apartment.

E. Registration and Inspection

1. Households must register approved pets regularly with their CHA manager.

2. The household must provide the following information at registration:

    a. Current dog license;

    b. Up-to-date inoculations; and

    c. Verification of spaying or neutering.

3. During annual inspections CHA management will make sure that the household apartment is in safe and sanitary condition and that the pet(s) is being cared for.

    a. If damages are observed during the inspection, CHA management will assess charges that the household will be responsible for paying.

    b. Serious violations can result in eviction.

F. Pets on CHA Property

1. Households must not permit any disturbance by a pet which could interfere with the quiet enjoyment of other households whether by loud barking, howling, biting, scratching, chirping or disruptive behaviors.

2. Pets must be restrained on a leash or in a cage at all times when in common areas on CHA property, outside the owner's apartment or visiting in the apartment of another household.

3. In elevator buildings, pets must be on a short leash (the pet is to be held close to owner's body), or carried.

4. Pets are not permitted in common rooms, management offices, including but not limited to:

    a. Community rooms;

    b. Laundry rooms;

    c. TV rooms;

    d. Kitchens;

    e. Libraries; and

    f. Other areas as determined by management.

5. Pets (with the exception of assistive animals) may not be exercised on CHA property. (Pets can only be in common areas en-route to leave or enter the premises).

6. Guests may not bring pets onto CHA property (with the exception of assistive animals).

7. Households may not care for pets not recognized and certified by management as described in this Plan.

G. Pet Waste and Sanitation

1. Households must take adequate precautions to eliminate any pet odors within or around their apartment and maintain the apartment in sanitary condition at all times.

2. Households are responsible for promptly cleaning up pet waste outside of their apartment.

    a. Pet waste must be disposed of in a designated trash receptacle or area.

    b. Households may be fined $10, $25, or $50 for failing to promptly clean up pet waste (fee established by Cambridge Code of Ordinance, Title 6 Chapter 6.04).

3. Litter boxes must be maintained in a clean and sanitary manner.

a. Litter boxes may only be placed on uncarpeted areas.

b. Litter must be changed at least weekly in a sealed plastic bag and disposed of in a designated trash receptacle or area.

H. Community Safety and Pet Control

1. If pets are left unattended for twenty-four (24) hours or more, CHA may enter an apartment to remove the pet and transfer it to the caretaker named on the pet rider or to the proper authorities if the caretaker refuses to take the pet. CHA accepts no responsibility for pets removed under these circumstances.

2. If CHA determines that a pet is a nuisance or threat to the safety or security of the household or property, CHA will require the household to remove the pet within twenty-four (24) hours.

3. If the behavior of the pet is determined to be an imminent threat to the health and safety of other households, CHA may order the pet to be removed within twenty-four (24) hours.

4. Pets determined to be a nuisance or threat will be referred for removal by City of Cambridge Animal Control if the household fails to have the pet removed within the twenty-four (24) hours (as referenced in 2., and 3 above). CHA accepts no responsibility for pets removed under these circumstances.

5. With the exception of 1. through 4. above, households who violate this Pet Policy are required to have any pets removed from CHA property within thirty (30) days of notice by the CHA. Households violating this Pet Policy may be subject to eviction.

Chapter 14 APPEALS

If an applicant or tenant disagrees with a decision or action of the CHA, the following opportunities for review apply:

Category of Decision by CHA	Review
Application denied after reconsideration	Conference Panel
Emergency status denied by Emergency Committee	Conference Panel
Hardship denial by Hardship Committee	Conference Panel
Tenant Dispute of CHA action or inaction related to individual resident's lease, or individual application of CHA rules or regulations	Grievance Panel
Transfer	Grievance Panel
Reasonable Accommodation (Including RA Transfer Requests)	Reasonable Accommodation Appeals Officer

A. Conference Panels

1. A conference panel is available for dispute of CHA determinations relating to applicants denied admission, those applicants or tenants that have been denied emergency status by the Emergency Review Committee and tenants who have been denied a Hardship Exemption by the Hardship Review Committee.

    a. The purpose of the conference panel is to determine whether CHA's decision(s) related to the household's circumstances are in accordance with the law, HUD regulations and CHA policies.

2. A request for a conference panel hearing must be made in writing and delivered in person to the Legal Department or by first class mail within ten (10) business days of the date of notice of adverse action by CHA.

3. Requests are received and listed chronologically on a waitlist, with denials of emergency status prioritized over other types of requests.

4. Once the household reaches the top of the list, CHA will schedule the hearing.

    a. Households will be notified of a scheduled hearing via first class mail.

    b. The household must receive notice at least thirty (30) business days prior to the hearing date unless the household agrees to an earlier date.

c. The notice must inform the household that they have the right to discovery, meaning that they will:

- Be given the opportunity to examine any and all documents that CHA will rely upon at the hearing; and
- Be given access to the entire household file if requested; and
- Be allowed to make copies of any and all documents related to the hearing (at their own expense); and
- Be supplied with an overview of any proposed testimony from CHA witnesses; and
- Discovery requests must be initiated by the household and access will not be unreasonably delayed by CHA.

d. The notice must also inform the household that any material that they plan to utilize and rely upon at the hearing must be submitted to CHA no later than two (2) business days prior to the scheduled hearing, including:

- The subject of any proposed witness testimony.
- Material that is not submitted as required can be utilized at the hearing only with the permission of the Chairperson of the Panel.

5. Once the hearing is scheduled and the notice sent, the household may only request to reschedule a hearing for good cause or as a reasonable accommodation for a person with disabilities.

a. Good cause is defined as an unavoidable conflict that seriously affects the health, safety or welfare of the household. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. CHA may request documentation of the good cause.

b. Failure to obtain counsel is not considered good cause. Written requests by an attorney for postponement due to unavailability will be considered grounds to reschedule.

c. Failure to attend a scheduled hearing without prior notice is considered a default.

- In cases where the household had good cause for the default and contacts CHA within two (2) business days of a missed hearing, CHA may, at its discretion, place the household back on the bottom of the chronological list for another hearing.

6. Households have the right to seek and retain counsel at their own expense or may have another representative accompany them.

B. Organization of the Conference Panel

1. The Conference Panel is made up of three (3) individuals as follows:

a. The Chairperson of the panel who is one of the five (5) CHA Commissioners; and

b. An employee of CHA (from a department with no direct involvement or contact with the case) appointed by the Executive Director; and

c. A CHA tenant or a participant of the Housing Choice Voucher program.

2. The Chairperson is responsible to manage the order of business and ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the Chairperson. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the Chairperson.

3. All conference panels heard at CHA are recorded and stored for a period of twelve (12) months after the hearing. If requested, CHA will make a copy for a household or the household's representative at his/her request and expense.

4. At the start of every conference panel, the Chairperson will introduce the members of the panel and will then elicit introductions from other individuals in the room. Any member of the panel that has prior knowledge of the case or the household must disclose said knowledge, as soon as practicable. In the event that a panel member does have prior knowledge of the case or household, the following may occur:

   a. The panel member may recuse himself/herself from the hearing and both parties (CHA and the household) may consent to a panel of only two (2) members; or

   b. The household or CHA may request that the panel member recuse himself/herself and consent to a panel of only two (2) members; or

   c. Both parties may agree that the panel member participate; or

   d. Both parties agree that the hearing will be continued to another date.

5. If the decision is to proceed with less than three (3) panel members or with the panel member in question, it is Chairperson's responsibility to assure that the household understands the implications of proceeding and agrees to do so while on the record. In the event that the hearing proceeds with two (2) panel members, and the result is a split panel, then CHA's decision will be upheld.

   a. Once the parties have been introduced, it is CHA's responsibility to present the case to the panel and explain its position or action toward the household. In doing so, CHA must rely only on documents and witnesses that were previously disclosed to the household or the household's representative. Once CHA has completed its presentation, the household is then given the opportunity to present the case, and explain why s/he disagrees with CHA's decision, and why the action against them should be overturned.

   b. If either party presents witness testimony, the other party is free to cross-examine the witness. The timing of the cross-examination shall be at the discretion of the Chairperson.

6. The household is bound by the same rule as CHA in that only documents and witnesses that were previously disclosed may be presented to the panel.

    a. In general, pre-disclosed evidence is admissible in an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence that are applicable to judicial proceedings.

    b. While panel members are free to ask questions at any point in the presentation, both the household and CHA may only direct questions to the other party at the end of their respective presentation.

    c. At the end of both presentations, either party may make a closing statement.

    d. Once complete, the recording is ended, both CHA and the household are asked to leave the room, and the panel members are given the opportunity to deliberate and make a decision.

    e. In the case that documentation is brought to the hearing that was not previously disclosed, the Chairperson shall have the discretion to allow inclusion and postponement of the hearing where necessary.

7. The Chairperson is responsible to issue a written decision within seven (7) business days of the hearing. In rendering a decision, Chairperson will consider the following matters:

    a. Were the reasons for CHA's action stated in the original notice to the household?

    b. Were both parties given a fair opportunity to examine any relevant documents prior to the hearing in accordance with CHA policy?

    c. Did CHA present sufficient evidence to support its conclusion that the household violated a regulation or a policy using the preponderance of the evidence standard?

    d. Has CHA shown that the decision is supported by either the regulations of the program or the policies of CHA?

    e. In a written decision, Chairperson will include the following information:

        - Name of the household;
        - Date, time and place of the hearing;
        - Name of Chairperson as well as the other two (2) panel members;
        - Names of all other individuals in attendance;
        - A brief impartial statement of the reason for the hearing;
        - A summary of the evidence;
        - Findings of fact; and

- a conclusion and order.

f. Any finding of fact must be based on a preponderance of the evidence. This is defined as evidence that is of greater weight or more convincing than the evidence, which is offered in opposition to it, that is, evidence which as a whole shows that the facts sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all the evidence.

8. The decision of the conference panel is final; there are no further in-house remedies available to the household.

C. Grievance Panels: Applicability and Procedure

1. The Grievance Procedure, which is part of CHA's Lease and Grievance Procedure, is applicable to all individual grievances between a resident and the Cambridge Housing Authority. A grievance is any dispute which a resident may have with respect to CHA action or failure to act in accordance with the individual resident's lease or CHA rules and regulations which adversely affects the individual resident's rights, duties, welfare or status.

2. The Grievance Procedure shall not apply to disputes between residents not involving CHA or to class grievances. The Grievance Procedure is not intended as a forum for initiating or negotiating policy changes. Establishing policy is the responsibility of CHA's Board of Commissioners, and at its direction, CHA staff in cooperation with local tenant councils and citywide tenant organizations.

3. The Grievance Procedure, as it relates to evictions, shall not apply in the following circumstances:

   a. In the event CHA has a reason to believe that a resident, household member, or guest or other person under resident's control has:

      - Unlawfully caused serious physical harm to another tenant or an employee of CHA or any other person lawfully on CHA property.

      - Unlawfully threatened to seriously physically harm another tenant or an employee of the CHA or an employee or any other person lawfully on CHA property.

      - Unlawfully destroyed, vandalized or stolen property of a tenant or employee of CHA or of any person lawfully on CHA property, if such conduct creates or maintains a serious threat to the health and safety of a tenant, a CHA employee, or any other person lawfully on CHA property.

      - Unlawfully possessed, carried, or kept a weapon on or adjacent to CHA property in violation of MGL c. 269 s. 10.

      - Unlawfully possessed or used an explosive or incendiary device on or adjacent to CHA property or otherwise violated MGL c. 266 ss. 101, 2012, 102A, or 102B.

- Unlawfully possessed, sold, or possessed with intent to distribute a Class A, B, or C controlled substance as defined in MGL c. 94C s. 31 on or adjacent to CHA property.

- Engaged in behavior which behavior that would be cause for voiding their lease pursuant to the provisions of MGL c. 139 s. 19.

- Engaged in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the CHA.

- Engaged in any violent or drug-related criminal activity on or off CHA property.

- Engaged in any criminal activity that resulted in a felony conviction of a household member.

4. Any grievance shall be presented in writing, to CHA's Operations Department, or to CHA's Legal Department. The grievance shall first be discussed informally and may be settled without a grievance panel hearing. Residents who are unable to come to CHA's office without difficulty may request that a CHA representative come to their apartment.

5. Following the informal discussion, a summary shall be prepared within a reasonable time and one copy shall be given to the resident and one retained in CHA's resident file.

   a. The summary shall specify:

      - The names of the participants;
      - Date of meeting;
      - The nature of the proposed disposition of the grievance by the CHA and the specific reasons therefore; and
      - The procedures by which a grievance panel hearing may be obtained if the resident is not satisfied with the proposed disposition.

6. A request for a grievance panel hearing must be made in writing and delivered in person to CHA's Legal Department or by fax, or email with acknowledgement of receipt by CHA, or sent by first class mail for evictions, within seven (7) business days after the Summary of Informal Conference (as detailed above) is sent. For non-eviction related grievances, the request must be made within 30 calendar days of CHA's action or failure to act.

   a. The written request shall specify:

      - The reason(s) for the grievance; and
      - The action or relief sought.

7. If the matter is not resolved through pre-grievance, a hearing shall be scheduled (scheduling is subject to availability of the panel).

5. A written notification specifying the time, place and the procedure governing the hearing shall be delivered to the resident no less than five (5) business days prior to the time the hearing is scheduled.

    a. The notice must inform the household that they have the right to discovery, meaning that they will:

        - Be given the opportunity to examine any and all documents that CHA will rely upon at the hearing; and
        - Be given access to the entire household file if requested; and
        - Be allowed to make copies of any and all documents related to the hearing (at their own expense); and
        - Be supplied with an overview of any proposed testimony from CHA witnesses; and
        - Discovery requests must be initiated by the household and access will not be unreasonably delayed by CHA.

9. Once the hearing is scheduled and the notice has been sent, the household may only request to reschedule a hearing for good cause or as a reasonable accommodation for a person with disabilities.

    a. Good cause is defined as an unavoidable conflict that seriously affects the health, safety or welfare of the household. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. CHA may request documentation of the good cause.

    b. Failure to obtain counsel is not considered good cause. Written requests by an attorney for postponement due to unavailability will be considered grounds to reschedule.

    c. Failure to attend a scheduled hearing without prior notice is considered a default.

        - In cases where the resident has good cause for the default and contacts CHA within two (2) business days, CHA will reschedule the hearing.

        - In cases where the resident does not have good cause or fails to contact CHA within two (2) business days, CHA will determine that the resident has waived the right to a hearing and CHA's disposition of the grievance shall be final.

10. Households have the right to seek and retain counsel at their own expense or may have another representative accompany them.

11. The determination that the resident has waived the right to a hearing shall not constitute a waiver of any right the complainant may have to contest CHA's disposition of the grievance in an appropriate judicial proceeding.

D. Organization of Grievance Panel

1. The Grievance Panel is made up of five individuals as follows:

    a. Two (2) employees of CHA (from a department with no direct involvement or contact with the case);
    b. Two (2) CHA residents or participants of the Housing Choice Voucher Program;
    c. And one (1) impartial person.

2. CHA, together with the citywide tenant organization and local tenant councils, shall recruit and maintain a pool of CHA residents and voucher participants who shall to serve on the grievance panel. The impartial person shall serve as the Chairperson of the Hearing Panel.

3. All grievance panel hearings heard at CHA are recorded and stored for a period of twelve (12) months after the hearing. The recordings shall be kept by CHA in a confidential manner. If requested, CHA will make a copy for the resident or the resident's representative at their request and expense.

4. At the start of every grievance panel, the Chairperson will introduce the members of the panel and then elicit introductions from other individuals in the room. Any member of the panel that has prior knowledge of the case or the household must disclose said knowledge, as soon as practicable.

    a. No member of the Hearing Panel shall hear a grievance if s/he resides in the same development as the complainant, is a relative of the complainant, is personally involved in the grievance at issue, is a CHA employee of the affected department, or if it is otherwise inappropriate for s/he to adjudicate the pending grievance.

    b. All matters relating to disqualification of a member shall be decided by the Chairperson. If the qualifications of the Chairperson are at issue, s/he may be disqualified solely by unanimous vote of the remaining four (4) members.

    c. Depending upon the situation:

        - The panel member may recuse himself/herself from the hearing and the resident and CHA both consent to a panel of only four (4) members: or
        - The resident or CHA may request that the panel member recuse himself/herself and consent to a panel of only four (4) members; or
        - Both parties may agree that the panel member participate; or
        - Both parties agree that the hearing will be continued to another date.
        - In the instance that a panelist is recused and the parties are unable to agree on whether or not to proceed or reschedule, the default will be to continue the hearing to another date.

    d. If the decision is to proceed with less than five panel members or with the panel member in question, it is the Chairperson's responsibility to assure that the household understands the implications of proceeding and agrees to do so while on the record. In the event that the hearing

proceeds with four (4) panel members, and the result is a split panel, then CHA's decision will be upheld.

E. Conduct of the Hearing

1. Once the parties have been introduced, it is CHA's responsibility to present the case to the panel and explain its position or action toward the household. CHA has the burden of justifying its action or failure to act against which resulted in the grievance. In doing so, CHA must rely on documents and witnesses that were previously disclosed to the resident or the resident representative(s). Once CHA has completed its presentation, the resident is given the opportunity to present evidence and argument in support of their grievance, to contradict evidence relied on by CHA, and to confront and cross-examine all witnesses on whose testimony or information CHA relies, unless doing so would trigger a substantial threat to his/her safety or property.

2. In general, pre-disclosed evidence is admissible in an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence that are applicable to judicial proceedings.

3. While panel members are free to ask questions at any point in the presentation, both the household and CHA may only direct questions to the other party at the end of their respective presentation.

4. At the end of both presentations, either party may make a closing statement.

5. CHA and tenant representatives shall not discuss the grievance with panelists or in the presence of the panelists prior to and after the Grievance Hearing. The hearing shall be private unless the tenant requests a public hearing.

F. Grievance Panel Decision

1. CHA shall take no administrative or court action against any resident involving any pending matter before the grievance panel until the resident has received notification of the grievance panel's final decision on the matter.

2. The decision of the grievance panel is final. There are no further in-house remedies available to the resident.

3. The grievance panel shall prepare a written decision with the reasons therefore within a reasonable time after the hearing.

4. The decision shall be based solely and exclusively upon the facts presented at the hearing. A copy of the decision shall be sent to CHA, the resident, and placed in CHA's resident file.

5. The decision of the grievance panel shall be binding on CHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless CHA's Board of Commissioners determines to the contrary within a reasonable time, and promptly notifies the resident of its determination that: (a) a

grievance does not concern CHA's action or failure to act in accordance with or involving the complainant's lease or CHA rules or regulations, which adversely affects the complainant's rights, duties, welfare, or status; or (b) the decision of the grievance panel is contrary to applicable federal, state or local law, HUD (for federally-aided developments) or DHCD (for state-aided developments) regulations, or requirements of the Annual Contributions Contract between HUD (for federally-aided developments) and CHA or the Contract for Financial Assistance between DHCD (for state-aided developments) and CHA.

6. A decision by the Panel or CHA's Board of Commissioners in favor of CHA or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

G. Reasonable Accommodation Appeals

1. Appeals of decisions of the 504/ADA Coordinator of Requests for Reasonable Accommodation are governed by the Reasonable Accommodation Policy of CHA in Chapter 11. They are heard by the Reasonable Accommodations Appeals Officer.

Chapter 15 SMOKE FREE POLICY

A. Purpose

The purpose of The Smoke-Free Policy is to mitigate irritation and known health effects of secondhand smoke. In addition, the smoke-free policy is intended to reduce the cost of maintenance and cleaning resulting from smoking and decrease the risk of fire in CHA-managed units.

B. Definition of Smoking

Smoking is defined as inhaling, exhaling, breathing or carrying any lit cigar, cigarette, pipe, other tobacco product or similarly lighted smoking material in any manner or in any form. E-cigarettes are not considered smoking under this policy.

C. Definition of a Smoke Free area

Smoking is prohibited in all living units and interior areas, including but not limited to bathrooms, lobbies, hallways, stairways, elevators, management offices, community rooms and balconies. Smoking is prohibited on the grounds of all CHA managed properties including lawns, parks, courtyards, walkways and parking lots except in designated areas. Designated areas may be determined by the management in cooperation with tenant councils and interested tenants and must be at least 25 feet from all doors and windows.

D. Promotion of Smoke Free policy

CHA shall post no-smoking signs, promote the policy as appropriate in meetings and discussions with residents, and enforce compliance with the policy. Residents are expected to comply with the policy as they would any section of the CHA lease.

E. Not a guarantor of Smoke Free environment

Resident acknowledges that CHA's adoption of a smoke-free environment does not make CHA or any of its managing agents the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas. However, CHA shall take reasonable steps to enforce the smoke-free terms of its leases and to make the non-smoking area as smoke-free as is reasonably possible. CHA will address violations of this policy upon CHA's actual knowledge of said smoking.

F. Enforcement of the Smoke Free Policy

A breach of this policy constitutes grounds for initiation of the enforcement remedies of the smoke-free policy. Breach of the provisions of the policy by a household member or guest of the resident constitutes a breach of the CHA lease. Residents in breach of this policy will receive a verbal warning upon the first violation, a written warning on the second, and a request for a conference with the management on the third. Through all enforcement steps, the management will share cessation resources and tips with residents. Upon the fourth

violation, the CHA may bring eviction proceedings, in which case it will send written notice of a possible lease violation, with an offer of an informal conference. Residents have a right to file a grievance under the CHA grievance policy.

G. Disclaimer by CHA

Resident acknowledges that Landlord's adoption of a smoke-free living environment does not in any way change the standard of care that the Landlord or managing agent would have to a resident household to render buildings and premises designated smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that the Landlord's ability to police, monitor or enforce the agreements of Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests, as well as by other residents and guests in other parts of the smoke-free area. Residents with respiratory ailments, allergies or other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this addendum than any other landlord obligation under the Lease.

Chapter 16 ADDITIONAL CHA PBV FPH REQUIREMENTS

A. Maximum Amount of PBV Assistance

In keeping with CHA's overall philosophy to promote maximum participation in the PBV Program to assure continued availability of long term affordable housing opportunities in Cambridge, CHA has utilized MTW authority to waive:

1. The provisions of 24 CFR part 983.6 which limits PBV participation to just 20% of CHA's allocated budget authority. This means that CHA may assign more than 20% of its MTW voucher budget authority to PBV assistance; and

2. The provisions of 24 CFR part 983.56 which limits the number of units in a building that may receive PBV assistance to no more than 25% of the total number of dwelling units in the building. This means that CHA may assign PBV assistance to 100% of the units in any building regardless of the population served.

CHA may, from time to time; elect to waive other provisions of the federal regulations through is MTW Annual Plan.

B. Subsidy Layering Requirements

Except in the case of existing housing, CHA may not enter into a PBV Housing Assistance Payments Contract until HUD or an independent entity approved by HUD has conducted a subsidy layering review and has determined that the PBV assistance is in accordance with HUD subsidy layering requirements.

C. Site Selection Standards/Environmental Review

See Part 1 of the Administrative Plan, Chapter 16 for more details.

D. CHA Owned Properties

1. As noted above and in Attachment C of CHA's MTW Agreement with HUD, properties owned directly or indirectly by CHA may be selected at any time for PBV assistance without competition and without HUD approval.

2. CHA staff shall determine initial compliance with HQS as noted in Chapter 12 of this Plan. For new construction, a Certificate of Occupancy issued by the City of Cambridge shall be required prior to initial occupancy.

3. Rent reasonableness shall be determined in accordance with Part 1 of the Administrative Plan, Chapter 13, with the understanding that properties owned directly or indirectly by CHA will not be paid at a higher rate than other Project-Based properties in CHA's portfolio unless the higher rate was necessary to:

    a. Serve a special population such as seniors or individuals with disabilities residing in assisted living facilities and/or;

b. Develop affordable housing in those areas of the City with little or no affordable housing opportunities.

See Part I of the Administrative Plan, Chapter 13 for details of the rent reasonableness policy.

E. Housing Assistance Payments Contract

1. With the exception of projects receiving PBV assistance through CHA's expiring use preservation program, CHA uses the HUD supplied HAP contract which may be modified at CHA's discretion.

2. All HAP contracts are executed for a period that is no less than one year and no more than twenty years and options to renew are at the discretion of CHA.

3. HAP contracts are executed as soon as possible but in no event shall they be executed prior to all units passing an HQS inspection.

4. CHA will allow owners to amend the HAP contract at any time to:

    a. Substitute a different unit with the same number of bedrooms in the same building for a previously covered contract unit; or

    b. Add additional contract units in the same building.

F. Vacancy payments

The Owner may keep the assistance payment for the month when the household moves out of the apartment. In addition, the Owner may access a one-time payment for each vacancy based on a calculation of actual vacancy loss at the end of the participant's residency regardless of whether the participant vacates without notice. There are no damage claims in the PBV program.

G. Rent

1. The amount of the initial rent to an owner is determined at the beginning of the HAP term.
2. The gross rent for the unit must be determined reasonable in accordance with the Administrative Plan.
3. As long as the gross rent is reasonable by CHA, its relationship to the existing FMR is irrelevant.
4. Through its MTW authority, CHA does not cap the rent to owner at the applicable tax credit rent.
5. The PBV owner must request rent increases in writing at least 60 days prior to the anniversary date of the HAP contract.

    a. If a rent increase is properly requested and it is determined that the owner is in compliance with HQS, CHA will adjust all of the rents covered by the HAP contract by the applicable Operating Cost Adjustment Factor (OCAF).

    b. No additional increases or special adjustments are allowed.

6. PBV rents can be decreased if it is determined that the reasonable rents in the locale have in fact decreased.

Appendix 1 EXCLUDED INCOME

In addition to the income listed in Chapter 5. C. of this Plan, income also does not include the following as set forth in HUD's federally mandated exclusions from income at 79 Fed. Reg. 28938 (May 20, 2014):

1. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
2. Payments to Volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 5058);
3. Certain payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
4. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
6. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (94, section 6);
7. The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407);
8. Amounts of scholarships funded under title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall not be considered income to that individual if that individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327)(as amended);
9. Payments received from programs funded under title V of the Older Americans Act of 1965 (42 U.S.C. 3056g);
10. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (101) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation,* M.D.L. No. 381 (E.D.N.Y.);
11. Payments received under the Maine Indian Claims Settlement Act of 1980 (96, 25 U.S.C. 1721);
12. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
13. Earned income tax credit (EITC) refund payments received on or after January 1, 1991, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221(d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l));
14. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (95);
15. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
16. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602(c));
17. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));

18. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C.1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
19. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
20. Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437A) by section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289);
21. Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under NAHASDA and administered by the Office of Native American Programs;
22. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al.* v. *Ken Salazar et al.,* 816 F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.), as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291); and
23. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (93, as amended) comparable disaster assistance provided by States, local governments, and disaster assistance organizations shall not be considered as income or a resource when determining eligibility for or benefit levels under federally funded income assistance or resource-tested benefit programs (42 U.S.C. 5155(d)).

Appendix 2 DEVELOPMENTS BY MANAGEMENT OFFICE

DEVELOPMENT	PROGRAM	MANAGEMENT OFFICE
Washington Elms Newtowne Court	RAD RAD	Pisani Center 131 Washington Street Cambridge, MA 02139
Corcoran Park Lincoln Way	Federal RAD	1 Corcoran Lane Cambridge, MA 02138
Putnam Gardens River Howard Woodrow Wilson	RAD Federal RAD	64 Magee Street Cambridge, MA 02139
Jefferson Park	Federal / FPH PBV	1 Jackson Place Cambridge, MA 02140
Roosevelt Towers Willow Street	Federal/State Federal	14 Roosevelt Towers Cambridge, MA 02141
D.F. Burns R.C. Weaver L.J. Russell Linnaean Street Garfield	Federal Federal Federal Federal Federal	50 Churchill Avenue Cambridge, MA 02140
Millers River H.S. Truman Putnam School	Federal Federal State	15 Lambert Street Cambridge, MA 02141
L.B. Johnson Valentine	RAD Federal	150 Erie Street Cambridge, MA 02139
F.J. Manning Jackson Gardens	Federal RAD	237 Franklin Street Cambridge, MA 02139

Appendix 3 RENT SCHEDULES

All Rent Calculation Charts under the ACOP, Administrative Plan Part 2 and Administrative Plan Part 3 may be accessed on the CHA website (**www.cambridge-housing.org**).

Rent schedules are subject to adjustment due to changes in the Contract Rent, Low Income Housing Tax Credit Maximum Rent, or Utility Allowance.

Appendix 4 RECERTIFICATION SCHEDULE AND RENT PHASE-IN

A. Recertification Schedule

CHA will meet the Low-Income Tax Housing Credit requirement to recertify on an annual basis, while simultaneously honoring the promise to operate its Developments similarly to public housing by adjusting resident rents every twenty-four months. This schedule will apply across the entire portfolio under CHA management.

The rent recertification schedule for existing and future tax credit developments (with examples) are detailed on in Part II of CHA's Administrative Plan for Rental Assistance Demonstration (RAD) Developments.

B. Rent Phase-In Procedure

For existing residents who experience a monthly rent increase by more than $25, purely as result of conversion, the rent increase will be phased in over three years as follows:

1. **Year 1:** For the first tax credit certification or biennial rent redetermination (whichever comes first) performed in 2017, the resident rent may only increase by 33% of the difference between the most recently charged resident rent and the calculated resident rent.

2. **Year 2:** 12 months after the rent increase described in number 1, the resident rent may only increase by 66% of the difference between the resident rent charged immediately prior to conversion and the calculated resident rent. Residents will not be requested to meet with CHA staff to implement this increase.

3. **Year 3:** 12 months after the rent increase described in number 2, the phase-in ends and tenants will pay the full rent from that point forward. Residents will not be requested to meet with CHA staff to implement this increase.

Appendix 5 AFFIRMATIVE MARKETING PLAN

A. Affirmative Fair Marketing and Outreach When Waitlists are Open

When waitlists open, CHA'S fair housing outreach will include outreach in print advertising and coordination with service providers such as community-based organizations, private housing owners, outreach in other languages in accordance with the CHA Limited English Proficiency Plan (written and oral translation and interpretation into Spanish, French or Haitian Creole, and Portuguese, and oral interpretation into Amharic, Chinese, Arabic, Korean, Japanese, Bengali, and other languages as necessary), publication of opening of the waiting list in a newspaper of general circulation, in minority media and electronically through CHA's website, and compliance with the CHA Equal Opportunity Housing Plan (EOHP), where in the CHA conducts special outreach to homeless families via local shelters, food pantries, and the Cambridge Multi-Service Center.

When available, application materials can be found at the Cambridge Housing Authority Central Office, 362 Green Street, 3rd floor, Cambridge, MA 02139 or via the CHA website at www.cambridge-housing.org.

B. Additional Affirmative Outreach

Advertisements shall be placed in newspapers that serve "the least likely to apply" minority groups and other groups protected under fair housing laws early in the outreach and marketing period. Notices will be sent to area churches, local civic groups, social service agencies and other nonprofit organizations. Advertisements and notices will be placed with the following organizations targeting the affirmative outreach targets:

Outlet Name:	Racial/Ethnic Market:
El Mundo Newspaper 408 S Huntington Ave. Boston, MA 02130 Phone: (617) 522-5060 Fax: (617) 524-5886	Spanish - Latino
Bay State Banner 23 Drydock Avenue Boston, MA 02210 617-261-4600	African American
Chinese Progressive Association 28 Ash St Boston, MA 02111	Asian - affirmative
Sampan (local newspaper) 87 Tyler Street, 5th Floor Boston, MA 02111 617-426-9492	Asian - affirmative
Asian American Civic Association 200 Tremont Street Boston, MA 02111 617-357-6000	Asian – affirmative
Boston Asian YES 199 Harrison Avenue Boston, MA 02121	Asian – affirmative
Asian Community Development Corp.38 Oak Street Boston, MA 02111	Asian – affirmative

617-482-2380	
Massachusetts Center for Native American Awareness, Inc. P.O. Box 5885 Boston, MA 02114-5885 617-642-1683 mcnaa@aol.com	Native American
North American Indian Center of Boston 105 S. Huntington Ave. Jamaica Plain, MA 02130 info@naicob.org	Native American
South Cove Community Health Center Chinatown Clinic 885 Washington St. Boston, MA 02111-1415 617-482-7555	Community Health Clinic in Boston's Chinatown Neighborhood
Japanese Association of Greater Boston 792 Massachusetts Avenue Rear Arlington, MA 02476 781-643-1061 info@jagb.org	Asian - Japanese
Boston Korea Newspaper 161 Harvard Ave., Ste. 13 Allston, MA 02134 617-254-4654 www.Bostonkorea.com	Asian - Korean
Cambodian Mutual Assistance Association 120 Cross Street Lowell, MA 01854 978-454-6200	Asian - Cambodian
Chinese Culture Connection 99 Dartmouth St., 4th Floor Malden MA 02148 (Malden YMCA) 781-324-7856	Asian - Chinese
Metta Health Center 135 Jackson Street Lowell, MA 01852 978-441-1700	Community Health Clinic that focuses on the Southeast Asian community in Lowell, MA
Bay Windows PO BOX E14, Boston, MA 02127 Phone - 617-464-7280 Fax - 617-464-7286	Lesbian, Gay, Bisexual and Transgender

C. General Marketing and Outreach Methods:

1. Advertisements will be placed in local and regional newspapers (both inside and outside of Cambridge), and newspapers that serve minority groups and other groups protected under fair housing laws. All

advertisements will appear in the Cambridge Chronicle and on the CHA website in addition to any other outlet as required by the Cambridge Housing Authority Administration Plan.

2. Notice of opening of the list will be given to Boston Fair Housing Commission's Metrolist (Metropolitan Housing Opportunity Clearing House). Such units shall be reported whenever they become available (including upon turnover).

3. Notice of opening of the list will be given to MassAccess (file://localhost/see http/::www.chapa.org or http/::www.massaccesshousingregistry.org)

4. Marketing will also be included in non-English publications based on the prevalence of particular language groups in the regional area. Prevalence of particular languages will be determined in accordance with the CHA Limited English Proficiency Plan and/or through the use of Census Bureau data.

5. All marketing will be comparable in terms of the description of the opportunity available, regardless of the marketing type (e.g., local newspaper vs. minority newspaper). The size of the advertisements, including the content of the advertisement, as well as the dates of the advertising unless affirmative advertising occurs first, will be comparable across regional, local, and minority newspapers.

6. All advertising will offer reasonable accommodations in the application process.

7. Advertisements will run a minimum of two times over a sixty-day period and be designed to attract attention.

8. Pursuant to fair housing laws, advertising/marketing will not indicate any preference or limitation, or otherwise discriminate based on race, color, disability, religion, sex, familial status, sexual orientation, gender identity, national origin, genetic information, ancestry, children, marital status, or public assistance recipiency. Exceptions may apply if the preference or limitation is pursuant to a lawful eligibility requirement.

9. All advertising and marketing materials portraying persons will depict members of classes of persons protected under fair housing laws, including majority and minority groups as well as persons with disabilities.

10. The Fair Housing logo ( ) and slogan ("Equal Housing Opportunity") will be included in all marketing materials. The logo will be obtained at HUD's website at: http://www.hud.gov/library/bookshelf11/hudgraphics/fheologo.cfm .