

# WORCESTER HOUSING AUTHORITY FEDERALLY AIDED APARTMENT LEASE

## Part 1. Lease Agreement, Parties, and Leased Premises

<b>Initial Lease Date:</b>	<b>Unit No:</b>	<b>Client No:</b>
<b>Modified Lease Date (if applicable):</b>	<input type="checkbox"/> <b>Change of Head of Household</b>	
	<input type="checkbox"/> <b>Adult Household Member Added</b>	

### 1. The Lease Agreement

This Lease Agreement ("Lease") is executed by and between the Worcester Housing Authority ("WHA"), the head of household ("Tenant"), and all adult Household Members listed below. Tenant and all adult Household Members are responsible for all Lease obligations, including but not limited to rent payment.

This Lease contains three (3) parts:

**Part 1** - Establishes Tenant, Household Members, and Leased Premises;

**Part 2** - Contains the terms and conditions of the Lease;

**Part 3** - Contains attachments.

### 2. Parties and the Leased Premises

The WHA Leases to the Tenant:

Tenant Name	Sex	Date of Birth	Social Security Number
Address	# of Bedrooms	Project #	Development

Under the Lease, Tenant shall occupy the apartment ("Residence") listed above. The Residence is located in a federally funded public housing development ("Development") managed and administered by the WHA. The following persons, together with Tenant, are the members of Tenant's household ("Household Members") authorized to occupy the Residence with Tenant:

Household Member Name	Sex	Date of Birth	Relation to Tenant	Social Security Number

No other person may stay in or occupy the Residence overnight for more than a total of forty-five (45) nights in any twelve (12) month period without WHA's written consent. The words "overnight" and "nights," as used in this Lease, include daylight hours if they regularly sleep during the day rather than at night.

### 3. Lease Term and Renewal

The Lease shall be for one calendar year and shall automatically renew each year unless terminated by either party, pursuant to the Lease.

### 4. Rent

a) Tenant shall pay the monthly rent of \$\_\_\_\_\_ in advance on or before the first (1<sup>st</sup>) day of each month no later than the seventh (7<sup>th</sup>) day of each month. Rent for any fraction of a month of occupancy at the beginning or end of the term will be charged on a pro-rata basis. The monthly rent will remain in effect until a new monthly rent is determined and put into effect by WHA in accordance with this Lease or in accordance with HUD regulations. During this Lease, WHA shall accept as rent all payments that Tenant designates as rent. The acceptance of rental payments by WHA

shall not constitute a waiver of payment for any other amounts due or any other past, present, or future obligation under this Lease. Following termination of this Lease, if Tenant fails to vacate immediately, Tenant shall pay use and occupancy monthly, in advance.

b) If Tenant fails to pay rent on time, this is considered a violation of a material term of the Lease, for which WHA may terminate the Lease.

**5. Security Deposit and Last Month's Rent**

a) Security Deposit: WHA acknowledges receipt from Tenant of \$\_\_\_\_\_, an amount not to exceed one month's rent, for the security deposit, to be held by the WHA during the term or any extension or renewal; it being understood that this is not to be considered prepaid rent, nor shall damages be limited to the amount of the security deposit. Subject to damages prescribed by law, within thirty (30) days after the termination of the Lease or upon Tenant's vacating Residence, the WHA shall return the security deposit or any balance remaining, any applicable interest, after deducting in accordance with state law:

- 1) any unpaid rent which has not been validly withheld or deducted pursuant to the provisions of any law; and
- 2) a reasonable amount necessary to repair any damages caused to Residence by Tenant or by any person under Tenant's control or on Residence with Tenant's consent, reasonable wear and tear excluded. In the case of such damage, within thirty (30) days, WHA shall provide Tenant, sworn to by Management under pains and penalties of perjury, an itemized list of damages listing the nature of the damage, the repairs necessary to correct it, and written evidence, such as estimates, bills, invoices or receipts, indicating the actual or estimated cost.

Upon lease-up, WHA will submit to Tenant a separate written statement of the present condition of Residence, as required by law. If Tenant disagrees with the WHA's statement of conditions, Tenant must attach a separate list of any damage existing in Residence and return the statement to the WHA. No amount shall be deducted from the security deposit for any damage which was listed in the statement of condition or in any separate list submitted by Tenant and approved by WHA unless Tenant subsequently repaired or caused to be repaired the damage and can prove that the renewed damage was unrelated to the prior damage and was caused by Tenant, Household Member, guest or invitee. As required by law, the security deposit is presently or will be held in the following separate interest-bearing account: **Fidelity Bank, 465 Shrewsbury Street, Worcester, MA 01604; Account #170016900.** Tenant shall be entitled to interest on the amount of the security deposit and last month's rent at a rate determined by the bank institution. Accrued interest is payable at the end of each year of the tenancy and credited to Tenant's account. If the security deposit is held for one year or longer from the commencement of the tenancy, Tenant shall be entitled to interest on the amount of the security deposit at the rate of five (5%) percent per year, or other such lesser amount of interest as has been received from the bank where the deposit has been held.

b) Last Month's Rent: WHA acknowledges receipt from Tenant of \$\_\_\_\_\_, an amount not to exceed one month's rent, for the last month's rent, to be held by the WHA during the term, or any extension or renewal. WHA shall pay 5% per year or other such lesser amount of interest as received from the bank where the deposit has been held, creditable at the end of each year of the tenancy.

c) Tenant must pay the security deposit and the last month's rent. If Tenant fails to pay as required or agreed upon, this will be considered a material violation of the lease terms and will be grounds for Lease termination.

By signing this Lease, Tenant certifies and agrees that all the Lease provisions, including Parts 1, 2, and 3, have been provided and are understood. Tenant agrees to be bound by its provisions and conditions as written.

Signed on: \_\_\_\_\_ (date)

**WORCESTER HOUSING AUTHORITY**

**TENANT**

\_\_\_\_\_  
Signature/Print Name

\_\_\_\_\_  
Signature/Print Name

**ADULT HOUSEHOLD MEMBER**

**ADULT HOUSEHOLD MEMBER**

\_\_\_\_\_  
Signature/Print Name

\_\_\_\_\_  
Signature/Print Name

\_\_\_\_\_  
Signature/Print Name

\_\_\_\_\_  
Signature/ Print Name

# WORCESTER HOUSING AUTHORITY FEDERALLY AIDED APARTMENT LEASE

## Part 2. Terms and Conditions

### **1. Household**

- a) The terms "Household" and "Household Members" shall mean only the Tenant and the persons listed in Part 1 of the Lease. All Household Members over age 18 shall sign the Lease. Tenant shall provide written notification of any changes in household composition within ten (10) days of such change.
- b) Household Members shall have the exclusive right to occupy the Residence in accordance with the terms of this Lease, including but not limited to the accommodation of guests. A "guest" is a person on the property or Residence with the Tenant's permission. Tenant may not permit anyone other than a Household Member to use the Residence for any reason, including the receipt of mail. No other person may stay in or occupy the Residence overnight for more than a total of forty-five (45) nights in any twelve (12) month period without WHA's written consent. The words "overnight" and "nights," as used in this Lease, include daylight hours if they regularly sleep during the day rather than at night.
- c) Any additions to the Household Members named on the Lease, including Live-In Aides and foster children, but excluding natural births, adoptions, and court awarded custody, require the advance written approval of WHA. Such approval will be granted only if the new members pass WHA's screening criteria. The WHA will not approve such requests should the new household composition cause a violation of the State Sanitary Code. Tenant shall not permit the applicant to occupy or move into the Residence before obtaining the express written permission of the WHA. Tenant can choose to be under-housed following the approval of a request to add a Household Member. Following the addition of a Household Member, Tenant shall not receive a priority or preference for transfer.
- d) If Tenant qualifies for Live-In Aide services, the aide shall have no tenancy rights and must meet all applicable screening requirements before occupancy. The Live-In Aide may live at the Residence so long as the Household Member qualifies for the Live-In Aide's necessary services. Tenant shall be responsible for the behavior and activities of the Live-In Aide, as though the Live-In Aide was an authorized member of the Household.
- e) The Residence must be used as the only private residence of the Tenant and the Household Members, and they shall occupy the Residence as their sole residence as of the effective date. The WHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the WHA's policy on such activities. Tenant and all Household Members must physically occupy the Residence as their principal place of living for a minimum of nine (9) months during any twelve (12) month period unless WHA approves good cause for a longer absence, which may include prolonged illness or the absence of a full-time student. If Tenant or a Household Member shall fail to occupy the Residence for this time, Tenant shall apply to remove such person from the Lease within thirty (30) days.
- f) Failure to comply with this section is a violation of a material term of the Lease, and WHA may terminate the Lease.

### **2. Rent Payments**

- a) Rent payments are to be made by mailing (with the coupon in an addressed envelope, provided by the WHA); automatic withdrawal through Demand Debit Program; paid online through Unipay; or paid through other available methods, the WHA. For payments other than monthly rent, payments will be accepted at the WHA management office and online through Unipay. Payments will be accepted by personal check, bank check, or money order only if paid at the WHA Management office. If a payment is returned for insufficient funds, the WHA may require payment by money order or bank check only. The WHA may impose a reasonable returned check fee based on the bank fee, not to exceed \$35.00.
- b) If Tenant fails to pay rent by the due date, any subsequent payments shall be applied to the oldest outstanding balance.
- c) Tenant shall be responsible for paying rent through the date that all Household Members vacate the Residence, provided that Tenant has given at least thirty (30) days written notice to the WHA of intent to vacate. In the absence of such notice, the Tenant shall be liable for rent for thirty (30) days after the date that the WHA actually learns that all Household Members have vacated the Residence.
- d) If Tenant transfers to another WHA unit, any charges or credits due on the Tenant's account shall be transferred to the account for the new unit. Any amounts owed by the Tenant to the WHA before executing this Lease shall be deemed due under this Lease.
- e) If Tenant fails to pay all or any part of the rent by the end of the month for which rent is due, the WHA shall impose a late fee of \$25.00. If Tenant has shown good cause for late payment to the WHA, the WHA may waive the late fee at its discretion. By charging the late fee, the WHA shall not have excused Tenant's violation of the obligation to pay rent

when due. The WHA shall not thereby waive any rights to issue a notice of termination of the Lease, bring eviction proceedings against Tenant, and collect arrearages, constable fees, and costs on account of the Tenant's failure to pay rent when due.

### **3. Rent Determinations and Modifications**

- a) Rent adjustments and unit size determinations shall be made in accordance with applicable federal regulations.
- b) Annually, Tenant shall submit an application for continued occupancy within thirty (30) days of the WHA's first (1<sup>st</sup>) request. Tenant shall provide complete and accurate information regarding household composition (including full name, sex, social security number, and date of birth for each Household Member); Household Member income and benefits, including the sources and place of employment; and all other information requested by the WHA necessary to determine monthly rent, continued eligibility, and appropriate unit size. Failure to provide the requested information is a violation of a material term of the Lease, for which WHA may terminate the Lease.
- c) WHA shall have the right to request, and Tenant shall report to the WHA in writing, changes in household income, assets, and composition, within ten (10) days of the change. Based upon the information received, the WHA may, as appropriate, conduct an interim rent determination. Tenant may make reasonable requests for an interim rent review.
- d) Tenant shall sign necessary releases for third-party verification of information, submit documentation, or provide other approved verification required for the WHA to verify the information required for continued occupancy.
- e) Following an interim rent review, increases shall take effect thirty (30) days after the change in income or benefits. Decreases shall take effect on the next rental period, following the submission of the appropriate documentation.
- f) If a Household Member vacates the Residence, Tenant must submit an application to remove a Household Member, along with WHA approved documentation indicating the Household Member's new residence.

### **4. Utilities and Other Charges**

- a) Electricity, heat, water, and hot water costs are included in the monthly rent. At the following developments, electricity or gas are separately metered. Tenant must purchase these utilities directly from the utility company: Hooper Street, Curran, Lakeside, Lafayette, North and Providence Streets (heat is included), Remembrance House, and Southwest Gardens.
- b) If Tenant is responsible for direct utility bill payment, the rental rate shall be adjusted with a deduction for the direct payment of utilities per WHA's utility allowance schedule. The WHA's utility allowance schedule shall be established based on size and unit type. The schedule is subject to change with notice. The actual cost of utilities shall not be deducted from the rent. The WHA has no obligation to pay Tenant's utility bills and will not provide utilities if Tenant fails to so. In addition, Tenant's failure to comply with the State Sanitary Code as to the presence of utilities is a violation of a material term of the Lease and cause for Lease termination.
- c) Excess Utility Charges - At developments where WHA provides electricity or gas, a charge shall be assessed for excess utility consumption due to the operation of Tenant supplied appliances. Tenant must pay the WHA an excess utility charge of \$20.00 per month per item for the months in which excess utilities are used. Items include, but are not limited to, air conditioners, oversized fish tanks, additional refrigerators, or freezers.
- d) Maintenance costs - Tenant is responsible for payment of the cost for services or repairs due to intentional or negligent damage to the Residence, common areas, or grounds beyond normal wear and tear, caused by Tenant, Household Members, or guests. When WHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either per the WHA's Schedule of Maintenance Charges; if the work is not listed on the Schedule of Maintenance Charges, based on the actual cost to WHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.
- e) Tenant is responsible for paying for Installation charges for Tenant supplied air conditioners.

### **5. Pet Prohibition**

Tenant shall not house, keep, or allow as visitors any dogs, cats, or other household animals, without the written authorization of the WHA.

### **6. Inspections**

- a) Pre-Occupancy Inspection - An inspection of Residence by both the WHA and Tenant shall occur before occupancy, and both parties shall sign a written statement of the condition. The WHA will correct noted deficiencies at no charge to the Tenant.
- b) Periodic and Annual Inspections - A periodic or annual inspection shall be conducted for preventative maintenance, housing quality standards, housekeeping, and other reasons. If unsanitary or hazardous conditions exist, interim inspections may also be conducted. Failure to comply with housekeeping standards is a violation of a material term of the Lease and cause for termination of the Lease.

- c) Move-Out Inspection - WHA will inspect the unit at the time of vacating. The WHA will provide Tenant with a written statement of charges for any Tenant damages. If Tenant vacates without prior notice, the WHA shall conduct the inspection and forward findings and any applicable charges to Tenant's last known address.
- d) The WHA may take photos of the Residence to verify conditions.

## **7. Entry of Residence**

- a) Tenant agrees to permit WHA to enter Residence during reasonable hours to perform routine maintenance, improvements, or repairs, conduct inspections, or for other necessary reasons upon proper notification.
- b) Tenant may or may not grant the WHA permission to enter the Residence in the absence of an adult Household Member; however, if permission is not granted, Tenant is obligated to be present during WHA business hours.
- c) If an emergency situation that threatens the health, safety, or welfare of persons or WHA property arises, WHA shall enter Residence to address the situation, even if Tenant or adult Household member is not present.
- d) WHA will leave a written notice confirming entry if Tenant or Household Members were not present.

## **8. Transfers**

- a) The WHA may administratively transfer Tenant for the following reasons: Residence size is no longer appropriate for Household composition; to protect the health or safety of a Household Member; for necessary maintenance or modernization of Residence or building; Household Member requires a unit with special features (e.g., handicap accessibility). When a Tenant is offered a transfer and the unit is ready for occupancy, Household shall transfer within seven (7) days of receipt of keys to the new unit.
- b) If Tenant resides in an accessible unit but does not require the specific features of the unit, the WHA will issue a unit offer following an Administrative Transfer, requiring Household to transfer within seven (7) days of receipt of keys to the new unit, if another Tenant requires the unit's specific features.
- c) If Tenant fails to move, this is considered a violation of a material term of the Lease, for which WHA may terminate the Lease.
- d) The WHA will consider Tenant's application for a good cause transfer per the WHA Transfer Policy.

## **9. WHA's Obligations**

The WHA shall:

- a) maintain the Residence and Development in decent, safe, and sanitary condition;
- b) comply with requirements of applicable building, housing, and HUD regulations materially affecting health and safety;
- c) repair Residence as necessary;
- d) keep Development building, facilities, and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a decent, safe, and sanitary condition;
- e) maintain building safety and utility systems in a good and safe working condition;
- f) provide and maintain garbage and ordinary household waste receptacles, and provide disposal service for garbage;
- g) supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local custom and usage), except where the building that includes the Residence is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;
- h) notify Tenant of the specific grounds for any proposed adverse action by WHA. Such adverse action includes a proposed lease termination, transfer of Tenant to another unit, change in the amount of rent, or imposition of charges for maintenance, repair, or excess consumption of utilities. When the WHA is required to afford Tenant the opportunity for a hearing under the WHA grievance procedure for a grievance concerning a proposed adverse action:
  - 1) The notice of proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination shall constitute adequate notice of proposed adverse action.
  - 2) In the case of a proposed adverse action other than a proposed lease termination, the WHA shall not take action until the time to request such a hearing has expired or if the hearing was timely requested, the grievance process has been completed.

## **10. Tenant's Obligations**

Tenants, Household Members, and guests invitees shall:

- a) not assign the Lease or sublease the Residence;
- b) not provide accommodations for guests, boarders, or lodgers, which includes prohibiting persons from staying in or residing in the Residence more than forty-five (45) nights (daylight hours if the person regularly sleeps during the day rather than at night) in a twelve (12) month period, without the prior written permission of the WHA;
- c) use the Residence for the sole purpose of a private dwelling, unless Tenant receives prior written approval from the WHA, including the care of foster children or Live-In Aide;

- d) abide by WHA policies, rules, and procedures, comply with state and local building and housing codes, affecting health, safety, and welfare of Residents;
- e) keep Residence and other exclusively assigned areas including grounds and lawn, in a clean, safe, and sanitary condition, free from clutter and debris, including but not limited to entrances and walkways;
- f) dispose of all Residence's garbage and ordinary household waste in a sanitary and safe manner. Extraordinary or hazardous wastes cannot be disposed of on WHA property or in WHA disposal receptacles;
- g) use all electrical, plumbing, heating, ventilating, air-conditioning, elevators, and other WHA facilities in a safe and reasonable manner;
- h) refrain from, and not cause or allow Household Members, guests, and invitees to destroy, deface, damage, or remove any part of the Residence or Development;
- i) pay reasonable charges to repair damages to the Residence, Development, facilities, or common areas caused by Tenant, Household Members, guests, or invitees, other than normal wear and tear;
- j) refrain from altering or repairing Residence, installing additional equipment, including but not limited to antennas and satellite dishes, major appliances, or door locks, without the written approval of the WHA;
- k) refrain from, and not allow Household Members or guests to install swimming pools, fences, playground equipment, tents, gazebos, trampolines, lawn decorations, or any other equipment on the building exterior or the grounds without the written approval of the WHA;
- l) act and cause Household Members and guests to act in a manner that will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the Development in a decent, safe, and sanitary condition;
- m) refrain from, and not allow Household Members, guests, or invitees to use foul or threatening language;
- n) refrain from allowing access to intoxicated or disruptive individuals;
- o) refrain from committing fraud in connection with any federal housing assistance program or participating in multiple housing programs simultaneously;
- p) refrain from using, storing, or possessing illegal weapons, fireworks, explosives, or hazardous materials in the Residence or on WHA property;
- q) assure that Tenant, Household Members, guests, or other people under Tenant's control not engage in criminal activity, including:
  - 1) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, guests, or WHA employees;
  - 2) any drug-related activity, either on or off WHA property;
- r) reasonably cooperate with residents and WHA staff;
- s) take precautions to prevent fires; refrain from storing or keeping flammable materials in the Residence or on WHA property;
- t) refrain from obstructing sidewalks, elevators, or stairs, and use only for intended purposes;
- u) abide by the WHA Pet, Service Animal, and Assistance Animal Policy;
- v) not store or keep any unlicensed, unregistered, uninsured, or inoperative motor vehicle on WHA property, and abide by parking rules, including complying with WHA snow and emergency directives and procedures. Unauthorized or inoperable vehicles will be removed from the WHA property at Tenant's expense;
- w) not repair automobiles, motorcycles, other motor vehicles, or other heavy machinery on the WHA property;
- x) remain current with all utilities that are Tenant's responsibility;
- y) refrain from altering door closures, allowing visitors to gain unsupervised access to the building, lending or throwing keys or key cards to visitors;
- z) notify WHA of necessary repairs, unsafe or unsanitary conditions in the Residence or other WHA property; Damages caused by Tenant or Tenant's failure to promptly report damages may result in some or all damages being attributable to Tenant;
- aa) notify WHA, in writing, of Tenant's intention to withhold rent based on deficiencies in Residence. Tenant may not withhold rent before notifying the WHA of the defect and allowing WHA reasonable time to repair;
- bb) not smoke in the Residence, Development, or other areas the WHA has designated as smoke-free
- cc) remove vehicles from the parking lots when advised by the WHA, for the WHA to plow and remove snow;
- dd) notify WHA, in writing, of Tenant's intent to vacate and leave remaining Household Members at the Residence.

## **11. Termination of Tenancy**

WHA may terminate this Lease and tenancy for:

- a) serious or repeated Lease violations such as the following:
  - 1) failure to make payments due under the Lease;
  - 2) failure to fulfill obligations under the Lease;
  - 3) being over the income limit for the program;
- b) other good cause. Other good cause includes, but is not limited to, the following:

- 1) criminal activity or alcohol abuse as provided in the Lease;
  - 2) discovery after admission to the program of facts that made Tenant ineligible;
  - 3) discovery of materially false statements or fraud by Tenant in connection with an application for assistance or with a reexamination of income;
  - 4) failure of a Household Member to comply with service requirement provisions at the end of the twelve-month lease term;
  - 5) failure to accept the WHA's offer of a lease revision to an existing lease at least 60 calendar days before the lease revision is scheduled to take effect.
- c) Tenant shall leave Residence in broom clean condition and in the same condition at the time of move-in, reasonable wear and tear excepted. All keys and access cards must be returned to the WHA at the time of vacating.
- d) Upon Lease termination, eviction by the WHA, abandonment of the Residence, or transfer, Tenant shall remove all personal property items from the Residence. Tenant shall be responsible for moving and storage charges. The WHA will deem all unclaimed property remaining at the Residence abandoned, and the WHA may dispose of it without liability. All storage or disposal costs will be assessed against the former Tenant.
- e) If Tenant has an escrow account established with the WHA under the Family Self Sufficiency Program, and rent, use, and occupancy, or other amounts are due, the balance in Tenant's account shall be reduced by that amount.

## **12. Lease Termination Notice**

- a) The WHA shall give Tenant written notice of Lease termination. The length of the notice to quit shall be as follows:
- 1) Fourteen (14) days in the case of nonpayment of rent.
  - 2) A reasonable period of time considering the seriousness of the situation (but not to exceed 30 days) if the health or safety of other residents, WHA employees, or persons residing in the immediate vicinity of the premises is threatened; or if any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or if any Household Member has been convicted of a felony.
  - 3) Thirty (30) days in any other case.
- b) The notice of Lease termination to Tenant shall state specific grounds for termination and inform Tenant of the right to reply. The notice shall also inform Tenant of the right to examine WHA documents directly relevant to the termination or eviction. When the WHA is required to afford Tenant the opportunity for a grievance hearing, the notice shall inform Tenant of the right to request a hearing in accordance with the grievance procedure. The notice must be in writing and specify that if Tenant and Household Members fail to vacate the Residence within the applicable period, appropriate court action will be brought against Tenant, and Tenant may be required to pay court costs, constable fees, and attorney's fees. Subsequent notices, including but not limited to a notice to quit, will specify the judicial eviction procedure for eviction, as required by law.
- c) An arrest or a criminal conviction is not necessary to terminate the Lease or commence an eviction proceeding against Tenant. The decision to proceed with eviction is in the sole discretion of the WHA. In some instances, at its sole discretion, the WHA may permit remaining Household Members to continue to reside in the Residence.
- d) Tenant shall give WHA thirty (30) day notice of intent to vacate.

## **14. Grievance Procedure**

The WHA will provide Tenant with a method for dispute resolution and the opportunity for a grievance hearing. The grievance policy applies to a dispute Tenant may have with respect to the WHA's action or failure to act in matters involving the Tenant's Lease or WHA rules that adversely affect Tenant's rights, duties, welfare, or status. This procedure does not apply to disputes between tenants, class grievances, and is not a forum for initiating or negotiating policy changes between tenants and the WHA Board of Commissioners. There is no right to a grievance hearing for termination of the Lease cases based on:

- a) nonpayment of rent;
- b) the amount of rent due to the WHA, unless Tenant pays to the WHA an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. Tenant shall thereafter deposit the same monthly amount until the case is resolved by a decision of the grievance panel;
- c) any criminal activity that threatens the health, safety, or right to peaceful enjoyment of Residence of other tenants or employees of the WHA;
- d) any violent or drug-related criminal activity on or off Residence; or
- e) any criminal activity that resulted in the felony conviction of a Household Member.

To request a grievance panel hearing, Tenant must give a written request to the management office within seven (7) days after Tenant's receipt of a notice of Lease termination. The request for a grievance hearing must specify the reasons for the grievance and the action that the Tenant wants the WHA to take or refrain from taking. A request for a grievance hearing regarding non-Lease violating behavior shall be received within fourteen (14) days after the date on which the grievant first became aware or should have become aware of the subject matter of the grievance. The WHA may permit additional time to initiate a request for a grievance hearing if the WHA finds good reason for late filing and that it would not

cause prejudice to the WHA. After filing a request for a grievance hearing, the WHA shall provide the grievant with the opportunity to discuss the grievance informally to attempt to settle the grievance without the necessity of a grievance hearing. The WHA shall give reasonable advance notice to the grievant of a time and place for a conference unless the conference occurred at the time of filing. If a matter is not resolved at the conference, a grievance hearing shall be held. Failure to attend the conference shall not affect a grievant's right to a grievance hearing.

#### **15. Community Service Requirement**

Under the Quality Housing and Work Responsibility Act of 1998, Tenant and Household Members over the age of eighteen (18) must perform eight (8) hours of community service or self-sufficiency work-related activities per month, unless an exemption applies. Failure to comply with this section's terms is a violation of a material term of the Lease, for which WHA may terminate the Lease.

#### **16. Smoke-Free & Marijuana Cultivation Addendum**

- a) Purpose of No-Smoking Policy: To mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and rehab costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.
- b) Definition of Smoking: Smoking includes inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, marijuana, e-cigarette, vapor cigarettes, or other similar product in any form. Tenant may not light or activate such products within the WHA's property and are only permitted in WHA approved designated areas.
- c) Smoke-Free Complex: Tenant and Household Members agree and acknowledge that Residence has been designated as a smoke-free living environment. Tenant and Household Members shall not smoke within WHA properties and premises, including, but not limited to, the inside of buildings, community rooms, laundry rooms, lobbies, entrances, apartments, balconies, patios, parking WHA Promotes Smoke-Free Policy: No smoking signs are posted at entrances and common areas.
- d) lots, courtyards, grounds, and any other common areas.
- e) Tenant to Promote Smoke-Free Policy and to Alert WHA of Violations: Tenant and Household Members shall inform all guests of the Smoke-Free Policy. Tenant shall promptly report any instances where smoking as defined above is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit. Tenant and Household Members shall not permit any guests or visitors to violate this policy.
- f) WHA Not a Guarantor of Smoke-Free Environment: Tenant and Household Members acknowledge that WHA's adoption of a smoke-free living environment, and the efforts to designate the building as smoke-free, do not make the WHA or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit or the common areas. However, the WHA shall take reasonable steps to enforce the smoke-free terms of its Leases and to make the complex as smoke-free as is reasonably possible. WHA is not required to take steps in response to smoking unless WHA knows of smoking or has been given written notice of smoking.
- g) Cultivation of Marijuana: Tenant and Household Members agree that cultivation of marijuana is not permitted on WHA properties including inside the Tenant's apartment.
- h) Other Tenants are Third-Party Beneficiaries of Tenant's Agreement: Tenant and Household Members agree that the other tenants at the complex are the third-party beneficiaries of Tenant's smoke-free provision with WHA. A tenant may sue another tenant for an injunction to prohibit smoking or damages but does not have the right to evict another tenant. Any suit between tenants herein shall not create a presumption that the WHA violated this provision.
- i) Effect of Violation and Right to Terminate Lease: A violation of this section is considered a violation of a material term of the Lease, for which WHA may terminate the Lease.
- j) Disclaimer by WHA: Tenant and Household Members acknowledge that WHA's adoption of a smoke-free living environment and the efforts to designate Residence as smoke-free does not in any way change the standard of care that the WHA would have to the Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. WHA expressly disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have higher or improved air quality standards than any other rental property. WHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that WHA's ability to police, monitor, or enforce the agreements of this provision is dependent in significant part on voluntary compliance by all tenants and their Household Members and guests. Tenants who may have respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that WHA does not assume any higher duty of care to enforce this provision than any other WHA obligation under the Lease.

#### **17. Smart Burners**

- a) Purpose of Smart Burners: It is the goal of the WHA and the Worcester Fire Department (WFD) to reduce risk and injury from fires to WHA staff, WFD firefighters, residents, and WHA properties. As a result, the electric coil stove



burners have been replaced with smart burners, which have temperature limiting control technology to prevent stovetop cooking fires.

- b) **Tenant Responsibilities:** Tenant will follow proper cleaning instructions for smart burners provided by WHA. Tenant is responsible for contacting the WHA Maintenance department immediately if their smart burners are not functioning properly or Tenant has identified an issue with their smart burners. Under no circumstance is Tenant to remove and replace a smart burner with a coil burner.
- c) **Tenant to Promote Smart Burner Safety:** Tenant shall inform guests of smart burner safety requirements and not permit any guests to violate this term.
- d) **Tenant Damages:** Tenant damages include but are not limited to improper cleaning of smart burners, such as soaking them, or removing, replacing, or tampering with smart burners with coil burners, and prohibiting smart burner installation in any way. Violations will result in the assessment of damages, termination of the Lease, and eviction proceedings.
- e) **WHA Promotes Smart Burner Safety:** WHA has provided Tenant with information upon installing smart burners, at the time of a Tenant's orientation, or upon request.
- f) **Other Tenants are Third-Party Beneficiaries of Tenant's Agreement:** Tenant agrees that the other tenants at the complex are the third-party beneficiaries of this term. A tenant may sue another tenant for an injunction to prohibit tampering with devices or damages but does not have the right to evict another tenant. Any suit between tenants shall not create a presumption that the WHA violated this term.
- g) **Effect of Violation and Right to Terminate Lease:** Violation of this Section is a material violation of the Lease and cause for lease termination.
- h) **Disclaimer by WHA:** Tenant acknowledges that WHA's installation and use of the smart burners within Residence do not in any way change the standard of care that the WHA would have to the household to render buildings and premises designated as coil-burner free any safer, more habitable, or improved in terms of quality standards than any other rental property. Tenant acknowledges that WHA's ability to police, monitor, or enforce the agreements of this section is dependent in significant part on compliance by Tenant and Tenant's guests.

#### **18. Waiver**

No delay or failure by WHA in exercising any right under this Lease and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein. By executing this Lease, the WHA is not waiving any rights or defenses to any case or notice currently pending. If a case is currently pending or Tenant is under a court agreement, the signing of this Lease does not in any way terminate and/or waive the WHA's rights under any such pending matter or agreement. If Tenant's tenancy has been terminated for any reason, no tenancy shall be created by the acceptance of such monies or by the signing of any Lease, lease addendum, lease renewal, or any other documentation in connection with the annual or interim re-certification of household income or composition or in connection with applicable regulations. In addition, the WHA is not waiving any such rights nor creating a new tenancy by use of the word "Tenant."

#### **19. Miscellaneous**

- a) Tenant agrees that all statements made during the application process to determine eligibility, including the information disclosed for lease-up, is true and accurate. Tenant further understand that any false statements or misrepresentations in the application or made during the tenancy shall be cause for eviction.
- b) If any portion or provision of this Lease is held unconstitutional, invalid, or unenforceable, the remainder of the Lease will be deemed severable, will not be affected, and will remain in full force and effect.
- c) Tenant is responsible for protecting and insuring personal property.
- d) Neither the WHA nor any of its employees have made any representations other than those contained in this Lease.
- e) This Lease, any amendments, and all documents incorporated by reference, including Parts 1, 2, and 3, constitute the entire agreement between the parties.
- f) Tenant agrees that all the Lease provisions have been read and understood. Tenant further agrees to be bound by its provisions and conditions as written (signature is required on Part 1 of the Lease).

**END OF PART 2.**

**WORCESTER HOUSING AUTHORITY  
FEDERALLY AIDED APARTMENT LEASE**

**Part 3: Attachments**

The WHA has provided the Tenant with the following attachments:

1. Community Service & Self Sufficiency Requirement
2. Tenant Grievance Policy
3. Housekeeping Standards
4. Pet, Service Animal, and Assistance Animal Policy
5. Reasonable Accommodation Policy
6. Tenant Maintenance Charges
7. Transfer Policy
8. Rent Determination
9. Violence Against Women Act Policy

**END OF PART 3.**

# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

## **§013 - Community Service & Self-Sufficiency Requirement**

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### **1. STATUTORY/REGULATORY REQUIREMENTS [24 CFR 960.600]**

The community service and self-sufficiency requirement (CSSR) is intended to assist adult public housing residents in improving their own economic and social well-being and give these residents a greater stake in their communities. The community service and self-sufficiency requirement allows residents an opportunity to “give something back” to their communities and facilitates upward mobility.

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service or (2) participate in an economic self-sufficiency program or (3) perform eight hours per month of combined activities as described unless exempt from this requirement.

An individual may not skip one month and then double up the following month, unless special circumstances warrant it. The WHA will determine whether to permit a deviation from the schedule.

Community service is the performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants such as: programs for job training, work placement, basic skills training, education, English proficiency, financial or household management, apprenticeships and any program necessary to ready a participant to work such as substance abuse or mental health treatment.

### **2. EXEMPTIONS**

An exempt individual is an adult who:

1. Is 62 years or older;
2. Is a blind or disabled individual as defined under 216(l)(1) or 1614 of the Social Security Act (42 U.S.C. 416(l)(1) and who certifies that because of this disability they are unable to comply with the community service and self-sufficiency requirement, or is a primary caretaker for such an individual;
3. Is engaged in work activities for at least 30 hours per week that meets one of the following definitions of “work activity” contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):

# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

## **§013 - Community Service & Self-Sufficiency Requirement**

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- Unsubsidized employment;
  - Subsidized private-sector employment;
  - Subsidized public-sector employment;
  - Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
  - On-the-job-training;
  - Job-search;
  - Community service programs;
  - Vocational educational training (not to exceed 12 months with respect to any individual);
  - Job-skills training directly related to employment;
  - Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency; or
  - Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate.
4. Meets the requirements from having to engage in a work activity under the state program funded under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare or welfare to work program in Massachusetts.
5. Is a member of a family receiving assistance, benefits or services under a state program funded under part A of Title IV of the Social Security Act or under any other welfare program in Massachusetts, including a state administered welfare to work program, and has not been found by the state or other administering entity to be in noncompliance with such a program.

### **3. NOTIFICATION OF THE REQUIREMENT**

The WHA shall provide written notification to each adult household member about CSSR. The notification will provide the opportunity for the family member to claim and explain an exempt status. The WHA shall verify each claim for exemption.

For a tenant paying a flat rent, the obligation begins on the date that the annual reexamination would have been effective had an annual reexamination taken place. The notification will also provide the resident the option to self-certify their compliance with CSSR as described below. The notification will also advise that failure to comply with the CSSR will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

### **4. QUALIFYING VOLUNTEER AND SELF-SUFFICIENCY SERVICES**

The WHA will coordinate with social service agencies, local schools, the WHA's Family & Resident Services Department, and others to compile a list of community service

# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

## **§013 - Community Service & Self-Sufficiency Requirement**

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volunteer and self-sufficiency program opportunities. However, it is the tenant's responsibility to secure opportunities for community service and self sufficiency credit. Following is a list of activities that are eligible, including but not limited to:

### Eligible Community Service Activities

- Local public or nonprofit Institutions, such as schools, head start programs, before-or after school programs
- Childcare centers
- Hospitals, clinics, hospices, nursing homes
- Recreation centers, senior centers, adult daycare programs
- Homeless shelters, feeding programs, food banks (distributing either donated or commodity foods)
- Clothes closets (distributing donated clothing)
- Nonprofit organizations serving WHA residents such as Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs
- Police Activities League (PAL), organized children's recreation
- Mentoring or education programs, Big Brothers or Big Sisters
- Garden centers, community clean-up programs, beautification programs
- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives
- Senior meals programs, senior centers, meals on wheels
- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations
- Missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts
- WHA housing to improve grounds or provide gardens (so long as such work does not alter the WHA's insurance coverage)
- Work through resident organizations to help other residents with problems, Including serving on the Resident Advisory Board
- Care for the children of other residents so parents may volunteer

### Eligible Self-Sufficiency Activities

The WHA encourages tenants to partake in the Family & Resident Services programs in order to reach self-sufficiency. Some of the activities listed below are available within the WHA.

- Job readiness or job training
- Training programs through one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor) or other training providers
- Higher education (junior college or college)
- GED classes
- Apprenticeships (formal or informal)

# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

## **§013 - Community Service & Self-Sufficiency Requirement**

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- Substance abuse or mental health counseling
- Reading, financial, and/or computer literacy classes
- English as a second language and/or English proficiency classes
- Budgeting and credit counseling

### **5. PROHIBITION AGAINST REPLACEMENT OF WHA EMPLOYEES**

In implementing the CSSR, the WHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the community service and self-sufficiency requirement.

### **6. ASSURING RESIDENT COMPLIANCE**

Periodic Review of Compliance - The WHA must verify at least 30 days before annual reexamination the exempt or nonexempt status and compliance of non-exempt family members.

Certification by Agencies - If qualifying activities are administered by the WHA for each non-exempt family member, the member must present a signed certification form provided by the WHA of CSSR activities performed over the previous twelve (12) months.

If qualifying activities are administered by an organization other than the WHA, the family member must provide signed certification to the WHA by the organization that the family member has performed the community service activities.

A CSSR Certification of Compliance Form will list the community service activities performed by the tenant and include the following information:

The name of organization and contact information and a section for signature confirmation by supervisors, instructors, or counselors certifying the number of hours contributed with the understanding that additional supporting documentation may be requested by the WHA.

Self-Certification - In lieu of a certification by an agency, the WHA will accept resident self-certifications of compliance with the CSSR as described in 24 CFR, Subpart F, 960.607. The self-certification of compliance with CSSR may be subject to third-party verification and requires the WHA to validate a sample of the self-certifications annually. The self-certification form must include the following information:

- a statement that the resident has completed the number of hours listed with the statement being subject to penalties of perjury;

# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

## **§013 - Community Service & Self-Sufficiency Requirement**

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- the number of hours and type of activity (community service or self-sufficiency) that the resident completed;
- the name of the organization and/or person for which the activity was completed;
- the address of the organization or person;
- the phone number of the organization or person; and
- a contact person in the organization and/or the person for which the activity was completed.

If a tenant completes their CSSR obligation for more than one organization or person during the course of a year, the tenant must complete one self-certification for each organization and/or person for which the resident performed the CSSR activity.

As a provision to allow tenants to self-certify, the WHA must validate a sample of self-certifications with the third-party for whom the tenant completed the community service or self-sufficiency activity. The sample of self-certifications the WHA validates must be a statistically valid, random sample as required.

Because the number of residents subject to the CSSR is constantly in fluctuation due to unit turnover, employment, etc., a WHA must choose a point in time annually to calculate the self-certifications received during the previous 12 months. However, WHA does not need to wait until the end of the 12-month period to begin validating self-certifications. For example, WHA that can reasonably determine the expected number of self-certifications to be received throughout the 12-month period may validate the appropriate sample of self-certifications during the 12-month period rather than waiting until the end of that time period, subject to any necessary reconciliations once the final universe and sample size is determined.

To validate a self-certification, the WHA must obtain third-party documentation that includes, at a minimum, the name of the organization or person, the number of hours completed by the resident, a signature from the appropriate staff person within the third-party organization or person and that staff person's contact information. Consistent with the written third-party verification techniques outlined in Notice PIH 2010-19, the WHA may accept third-party generated documentation directly from the third-party or from the resident.

The CSSR Certification of Compliance Form and supporting documentation must be retained in the WHA tenant's file.

Determination of Non-Compliance with CSSR - If the WHA determines that there is a family member who is required to fulfill CSSR but who has violated this family obligation, the WHA shall notify the tenant of this determination.

The WHA's notice must include:

# ADMISSIONS AND CONTINUED OCCUPANCY POLICY

## §013 - Community Service & Self-Sufficiency Requirement

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- A brief description of the finding of non-compliance.
- A statement that the WHA will not renew the lease at the end of the twelve-month lease term unless one of the following is agreed upon:
  - Tenant and any other non-compliant family member enter into a written agreement with the WHA to cure such non-compliance. Such written work-out agreement must include the means through which a noncompliant family member will comply with the CSSR requirement;
  - Tenant provides written assurance and documentation that is satisfactory to the WHA explaining that the tenant or other noncompliant resident no longer resides in the unit.
- The tenant may request a grievance hearing on the WHA determination and termination of the lease because of the determination of non-compliance.

### 7. TENANT REFUSAL TO COMPLY WITH CSSR

If a family member refuses to sign a written agreement resolving the matter, or fails to comply with the terms of such an agreement or CSSR, the WHA will initiate termination of tenancy proceedings.

### 8. REPORTING REQUIREMENTS

The WHA is required to report each adult household member status of CSSR through the 50058 submissions at the time of admission and annual basis to HUD.

50058 Submission Coding:

- 1 - Yes = Resident is *not exempt* and is *in compliance* with CSSR (recertification)
- 2 - No = Resident is *not exempt* and *not complying* with CSSR (recertification)
- 3 - Pending = WHA is in the process of *verifying compliance* with CSSR (new admission only)
- 4 - Exempt = Resident is exempt (new admission & recertification)
- 5 - N/A = not in use

### 9. HUD MONITORING

HUD has re-instated the generation of the CSSR monitoring report on a quarterly basis. The report will be posted on the REAC website and access will be provided to the WHA if validation is required. REAC will send an e-mail to the WHA advising them of the content of the report and explaining the steps necessary to make corrections and changes in PIC as appropriate.

In the case of a review or audit, the WHA must be prepared to supply adequate supporting documentation regarding exempt tenants, compliant or noncompliant



# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

## **§013 - Community Service & Self-Sufficiency Requirement**

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tenants and tenant responsibilities at lease execution or re-examination, in the tenant's file for at least two years from the date the documents are received by the WHA.

HUD may also review the WHA's administration of CSSR, resident self-certifications, and sample validations.

# Tenant Grievance Rights Policy

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## 1. General

The WHA provides tenants in federal and state public housing with a method for dispute resolution and the opportunity for a grievance hearing.

## 2. Policy Application

This grievance policy applies to a dispute a tenant may have with respect to the WHA's action or failure to act in matters involving that tenant's lease or WHA rules that adversely affect the tenant's rights, duties, welfare, or status. This policy does not apply to disputes between tenants, class grievances, nor is a forum for initiating or negotiating policy changes between tenants and the WHA Board of Commissioners (Board).

For both federal and state public housing, there is no right to a grievance hearing in cases for nonpayment of rent.

For tenants living in state public housing, there is no right to a grievance hearing for termination of tenancy or eviction that involves the following:

In the event the WHA has reason to believe that tenant or a household member has:

1. Unlawfully caused serious physical harm to another tenant or an employee of the WHA or any other person lawfully on the WHA's property;
2. Unlawfully threatened to cause serious physical harm to any member of a tenant household or a WHA employee or any person lawfully on the WHA's property;
3. Unlawfully destroyed, vandalized, or stolen property of any member of a tenant household or of the WHA or of any person lawfully on the WHA's property, if such conduct involved a serious threat to the health or safety of any such person;
4. Unlawfully possessed, carried, or kept a weapon on or adjacent to the WHA's property in violation of M.G.L. c. 269, § 10;
5. Unlawfully possessed or used an explosive or incendiary device on or adjacent to the WHA's property or has otherwise violated M.G.L. c. 266, § 101, 102, 102A or 102B;
6. Unlawfully possessed, sold, or possessed with intent to distribute a class A, B or C controlled substance, as defined in M.G.L. c. 94C, § 31, on or adjacent to the WHA's property;
7. Engaged in other criminal conduct which has seriously threatened or endangered the health or safety of any member of a tenant household;
8. Engaged in behavior which would be cause for voiding the lease pursuant to the provisions of M.G.L. c. 139, § 19; or
9. In the event the WHA has reason to believe that a guest of tenant or a guest of a household member has engaged in any of the behavior listed in 760 CMR 6.05(7)(b) and that tenant knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in misconduct.

For tenants living in federal public housing, there is no right to a grievance hearing for termination of tenancy or eviction that involves:

# Tenant Grievance Rights Policy

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1. The amount of rent due to the WHA, unless the tenant pays to the WHA for an escrow account, an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The tenant shall thereafter deposit the same monthly amount until the case is resolved by decision of the grievance panel; or
2. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the WHA; or
3. Any violent or drug-related criminal activity on or off such premises; or
4. Any criminal activity that resulted in felony conviction of a household member.

## 3. Requesting a Grievance

A tenant shall submit a request for a grievance hearing in writing and deliver it to the WHA's main office at 40 Belmont Street and/or to their management office, within seven days after the tenant's receipt of a notice of lease termination.

A request for a grievance hearing regarding other matters shall be submitted in the same manner as above, but within 14 days after the date on which the grievant first became aware and/or should have become aware of the subject matter of the grievance.

The WHA may permit additional time for initiation of a request for a grievance hearing if the WHA finds that there was a good reason for late filing and that it would not cause prejudice to the WHA.

## 4. Informal Settlement

After the filing of a request for a grievance hearing, the WHA may provide the grievant with the opportunity to discuss the grievance informally in an attempt to settle the grievance without the necessity of a grievance hearing. The WHA shall give reasonable advance notice to the grievant of a time and place for an informal settlement conference, unless the conference occurred at the time of filing. The WHA shall prepare a written summary of the settlement conference including the names of the participants, the date of the conference, and the nature of the informal settlement or proposed disposition. Both the tenant and the WHA representative should sign the summary. The WHA shall maintain a copy of the informal settlement. If a matter is not resolved at the informal settlement conference, a grievance hearing shall be held. Failure to attend an informal settlement conference shall not affect a grievant's right to a grievance hearing.

## 5. The Grievance Panel

### Composition

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# Tenant Grievance Rights Policy

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The grievance panel (panel) shall consist of three members -- one tenant, one WHA representative, and one impartial person. The impartial member shall not be a board member, employee of the WHA, or an officer of a Local Tenant Organization (“LTO”). At its discretion, the WHA may opt for a single hearing officer.

## **Designation of a Presiding Member**

The impartial member shall be the presiding member of the panel

## **Quorum**

Reasonable efforts shall be made to have the three-member panel hear and decide each grievance. However, a single hearing officer may also be used.

## **6. The Hearing**

### **Hearing Date and Notice**

The WHA shall schedule a grievance hearing based on termination of a lease case within 14 days or as soon as reasonably practical after receipt of the request. The WHA shall schedule a grievance hearing regarding some other issue as soon as reasonably convenient after receipt of the request.

The WHA is responsible for scheduling and other administrative matters, including delivering notices. The WHA shall consult the members and schedule hearings at times convenient for them. The WHA shall give reasonable advance written notice of the time and place of the hearing to the grievant. The WHA or the panel may reschedule a hearing by agreement or upon a showing by the grievant or the WHA that rescheduling is reasonably necessary.

If the grievant does not request that the hearing be rescheduled and does not appear at the hearing, the grievant has waived the right to a hearing.

### **Pre-Hearing Examination of Relevant Documents**

Prior to a hearing the WHA shall give the grievant or representative a reasonable opportunity to examine WHA documents that are directly relevant to the grievance. Following a timely request the WHA shall provide copies of such documents to the grievant and may waive the charge for the copies, for good cause.

### **Persons Entitled to be Present**

The grievance hearing shall be private unless the grievant requests that it be open to the public. If the grievant requests an open hearing, it shall be open to the public unless the panel otherwise orders. The WHA and the grievant shall be entitled to have a reasonable number of persons present at a grievance hearing. The panel shall decide a challenge to the presence of any such person. The WHA and the grievant may be represented by a lawyer or by a non-lawyer. The hearing shall be recorded.

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# Tenant Grievance Rights Policy

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## 7. The Decision

### Written Decision

After the hearing, the panel must deliberate and by majority vote, determine the decision. This decision must be based upon the evidence presented at the hearing, , and upon applicable laws, regulations, and WHA policies and procedures. The decision must be in writing. This writing must be dated, state the findings of fact, and state the reasons for the decision. Within 14 days following the hearing, or as soon as reasonably possible, the panel shall provide the WHA with the written decision and the WHA shall then mail or deliver a copy of the decision to the grievant and the grievant's representative.

### Review of the Decision

For hearings related to termination of lease cases, there shall be no review by the WHA's Board.

For hearings related to issues other than termination of lease cases, the decision of the panel is binding unless, within a reasonable time, the Board determines and notifies the grievant that:

- The grievance does not concern WHA action or failure to act regarding the lease or regulations which adversely affect the tenant's rights; or
- The decision of the panel is contrary to applicable federal, state or local law, HUD regulations or requirements of the annual contributions contract between HUD and the WHA.

If the Board chooses to review the grievance panel's decision, it may change all or part of the decision. The WHA shall notify the grievant in writing of its decision and the specific reasons for the decision within five working days of the Board meeting.

### Effect of a Decision on a Grievance

The decision on a grievance shall be binding between the WHA and the grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter that has been subject to decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the WHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

Apartments must be clean, uncluttered, and free from fire and safety hazards. The WHA conducts regular housekeeping and preventative maintenance inspections.

A significant housekeeping issue is clutter. Excessive clutter prohibits regular maintenance, makes exterminations ineffective, and presents fire or safety hazards. **An apartment is too cluttered if personal property prohibits the common use of apartment features or prohibits household members from using a room for its intended purpose.** For example, a bedroom cannot store so much clothing and furniture that a person cannot move throughout the room or sleep on the bed. **An apartment is also too cluttered if stored personal property is damaging apartment features.** For example, a closet is too cluttered if storage is causing the shelves or poles to bend or break due to weight.

Apartments must achieve the minimum standards below for cleanliness:

### General

- Wall and floors: clean, dry, and free of holes or hazards
- Windows: operating, clean and intact. Shades or blinds should be intact
- Heating units: dusted and fully accessible
- Trash: disposed of properly and not left in the unit or common area
- Entire unit: free of rodent and insect infestation
- Pets (if applicable): clean up after pets, including litter boxes, cages, aquariums, and surrounding areas. Note pets that are to be in cages, such as birds, hamsters, or gerbils, are to be in cages due to health and safety reasons

### Kitchen

- Stove: no grease buildup, no foil left on metal drip pans. Foil can become a fire hazard
- Refrigerator: clean, without grease or ice buildup
- Cabinets: not overloaded, under-sink storage is limited to permit repair access
- Food storage areas: keep in a clean, sealed container and off the floor
- Trash/garbage: stored in a covered container until removed to the disposal area
- Sink: no dirty dishes or food

### Bathroom

- Toilet and tank: clean and odor-free
- Tub and shower: free from mildew. Where applicable, hang full-length shower curtains
- Exhaust fan: free of dust

### Bedrooms and living areas

- Walls: free of dust, grease, writing, and holes
- Floors: clean
- Storage: no food, dirty dishes, or an excessive amount of dirty clothes
- For an apartment less than three stories high, one window in each room must be kept clear as a fire egress

### Clothes Dryers

- Only allowed in certain developments
- Must be plugged into WHA designated electrical outlets
- Ventilation hoses must be metal and connected through the WHA provided exterior vent

### Basements

- Items must be stored at least three feet from heating and hot water fixtures
- Storage must not block windows or exits

The following actions are prohibited:

- (1) Do not nail, glue, cement, tape, stick affix or adhere to the floor in any way, carpeting, rugs, or linoleum
- (2) Do not nail, bolt, or in any way affix to walls, floors, or ceiling any large items, such as partitions, bookcases, cabinets, etc.
- (3) Do not use carpeting, rugs, or padding with foam backing or any backing, which will adhere or stick to the floor
- (4) Do not apply wallpaper, contact paper, decorative stickers, or stick-on picture hooks to any wall surface, fixtures, doors, cabinets, or appliances
- (5) Do not remove or replace any light fixtures
- (6) Do not change the locks or install deadbolt locks or any other locks on the apartment doors.
- (7) Do not install appliances such as a freezer, ceiling fan, satellite dish, air conditioner, etc., without prior written approval from the WHA

## Pet, Service Animal, and Assistance Animal Policy

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### I. INTRODUCTION

The Worcester Housing Authority (“WHA”) Pet, Service Animal, and Assistance Animal Policy provides rules and guidelines for the ownership and care of common household pets, and explains the difference and designation of service animals and assistance animals, which are not considered pets. The interests of the WHA are to provide decent, safe, and sanitary living environments for tenants, and to protect and preserve the physical condition of the properties.

### II. PETS

A pet is a common household animal and must be approved and registered with the WHA before being brought onto the premises. Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, that the pet has no communicable disease, and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date. Pets will not be approved to reside in a unit until completion of the registration requirements.

PERMITTED PETS	PROHIBITED PETS
• Dog	• Reptiles
• Cat	• Iguanas
• Bird	• Snakes
• Guinea Pig	• Ferrets
• Gerbil	• Birds of prey
• Hamster	• Farm or barnyard animals
• Fish	• Dangerous, vicious, or aggressive dogs <i>i.e. pit bulls, rottweilers, doberman pinschers, chow chows</i>

#### 1. Pet Ownership

##### a. Family Developments

Due to the number of children residing in the family developments and the threat to personal safety and sanitary conditions, dogs and cats are not permitted in family developments. Other pets are permitted contingent upon the provisions in this policy.

Guests may not bring pets into any WHA developments.

##### b. Elderly/Handicapped Developments

Pets are permitted in WHA elderly/handicapped developments contingent upon the provisions in this policy.

##### c. Number and size

A household may keep one dog or one cat, and up to two birds. No pet may exceed 40 pounds in weight. Any pet other than a cat or dog must be kept in a cage or aquarium. Fish and turtle tanks are limited to 20 gallons.



## Pet, Service Animal, and Assistance Animal Policy

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### 2. Application

Tenants may keep birds and fish as pets without application or approval from the WHA. To keep another type of pet, a tenant must first submit an Application for Pet Ownership ("Application") to the Housing Manager, which will be reviewed for approval or denial. The WHA will deny the application and not register a pet if:

- the pet is not a common household pet;
- keeping the pet would violate any restriction in this policy;
- the pet owner fails to provide complete pet registration information;
- the pet owner fails to update the registration annually;
- the pet owner has been charged with animal cruelty;
- the pet owner had to relinquish a pet or was prohibited from pet ownership due to pet rule violations or a court order;
- the WHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations; or
- the pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If the WHA denies the application, a written notification will be sent to the pet owner within ten (10) business days of the decision. The notice will state the reason for denying the application and will inform the tenant of the right to appeal the decision in accordance with the WHA's grievance procedures.

For denial of a pet in state aided elderly/handicapped housing, the notice will state the reason for denying the application and will inform the tenant of the right to appeal the decision to the to the Department of Housing and Community Development ("DHCD"), if a written request is received within 14 days. DHCD will then review the documentation and any other relevant information and shall render a written decision approving or disapproving the application.

### 3. Pet Lease Addendum

Once a tenant is approved to have a pet, the tenant must sign a Pet Lease Addendum, which includes agreement to comply with this policy and the applicable rules, and that noncompliance may result in the withdrawal of approval of the pet or termination of tenancy. The addendum shall become part of the tenant's lease agreement. In addition, the pet owner is responsible for providing the WHA with the following information, to be maintained in the tenant's file:

- pet description and color photo;
- veterinarian's name, address, and telephone number;

## Pet, Service Animal, and Assistance Animal Policy

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- veterinary certificates of spaying or neutering, rabies, distemper combination, parvovirus, feline VRC, feline leukemia testing, and other inoculations when applicable; and
- licensing certificates in accordance with local and state law.

#### 4. Tenant Responsibilities

Pet owners must maintain pets responsibly, in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations. Tenant shall be responsible for proper pet care, good nutrition, grooming, flea control, routine veterinary care, and yearly inoculations, including:

- a. Dogs and cats must wear identification tags and collars when outside of the unit.
- b. Tenant must keep a dog on a short leash at all times when in common areas.
- c. Tenant is responsible for cleaning up after the pet inside the apartment and anywhere on WHA property. The pet owner shall bag and dispose of waste in a receptacle designated by the WHA. Toilets are not designed to handle pet litter; therefore no pet waste or debris shall be deposited in a toilet. Tenant shall be responsible for the cost of repairs or replacements of any damaged toilets or pipes.
  - i. If the tenant fails to properly dispose of pet waste, the WHA shall issue a warning to the pet owner that they have failed to comply. A second incident of non-compliance will result in a \$25.00 fine assessed to the tenant. A third offense will result in a \$50.00 fine assessed to the tenant, and initiation of lease termination.
- d. For hygienic reasons, pet blankets and bedding shall not be cleaned or washed in WHA laundry rooms.
- e. Tenant shall maintain the unit and patio or porch, if any, in a sanitary, insect-free, and odor-free condition at all times.
- f. Tenant must provide litter boxes for cat waste, which must be kept in the WHA apartment. Litter boxes shall be kept clean and odor free.
- g. Tenant shall prevent the pet from gnawing, chewing, scratching, or otherwise defacing doors, walls, windows and floor coverings of the apartment, other units and common areas, as well as shrubs and landscaping of the development. Pet owners shall be responsible for cost of repair or replacement for any damages caused by the pet.
- h. Tenant shall be responsible for cleaning, deodorizing, and sanitizing carpeting and other floor coverings in the unit.

## Pet, Service Animal, and Assistance Animal Policy

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- i. Tenant will not leave the pet unattended outside or on a patio or porch.
- j. Tenant shall not alter the apartment, patio, or other outside area to create an enclosure for a pet.
- k. Tenant shall not allow the pet to disturb the health, safety, rights, comfort, or quiet enjoyment of other tenants. A pet will not create a nuisance to neighbors, residents, staff and/or visitors with excessive barking, whining, snapping, biting, chirping, or other unruly behavior.
- l. Tenant will not leave any pet unattended for more than twenty-four (24) hours, except in the case of a dog, which shall be no more than eight (8) hours.
- m. Tenant shall allow the WHA to inspect a pet owner's unit on a quarterly basis to ensure that the unit is being cared for properly. The WHA may increase the number of inspections in its discretion. The WHA has the right to inspect a unit based upon complaints of improper pet care or any other violation of the pet policy.
- n. Dogs and cats must be spayed or neutered.
- o. Tenant is responsible for keeping the WHA informed of any change of information relative to their pet.

### 5. Responsible Party

The pet owner is required to designate one (1) alternate caretaker, including the name, address, and telephone number, who will assume immediate responsibility for the care of the pet, should the tenant become unable to care for their pet; the caretaker shall sign the Pet Lease Addendum and acknowledge their responsibilities as specified.

If the caretaker is unable or unwilling to assume responsibility for the pet and the pet owner is unable to locate alternate care, the WHA may enter the premises, remove the pet, and arrange for pet care for no more than ten (10) days to protect the pet. The WHA will assess the cost for alternative care to the pet owner. The WHA may contact the Massachusetts Society for the Prevention of Cruelty to Animals or other suitable agency for the assistance in providing alternate arrangements for the care of the pet. After ten (10) days, the agency providing care for the pet will have the authority to decide what will happen to the pet.

### 6. Emergencies

The WHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals. If it is necessary for the PHA to place the pet in a shelter facility, the cost will be the

## Pet, Service Animal, and Assistance Animal Policy

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responsibility of the pet owner. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

### 7. Complaints

For complaints made concerning a pet of a tenant of state elderly/ handicapped housing, the WHA pet committee shall accept and attempt to resolve. If the pet committee fails to resolve a matter or if the pet owner or a complaining party is dissatisfied with the pet committee's resolution, a request for a hearing in accordance with the WHA's grievance procedures may be made. Decisions of the grievance panel shall be binding. A tenant's material failure to comply with a decision of the pet grievance panel shall be sufficient cause for termination of the tenant's lease and eviction

### 8. Termination of Lease

Termination of lease proceedings may be instituted if the pet owner is in violation of this policy.

## III. **SERVICE AND ASSISTANCE ANIMAL**

### 1. General

A "service animal" is any dog that is individually trained to work or perform tasks for the benefit of a person with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. For the purpose of this definition, work or tasks do not include the provision of emotional support, well-being, comfort, or companionship. In certain circumstances, miniature horses are also considered service animals.

An "assistance animal" works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, altering person to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. An assistance animal does not need to be individually trained or certified.

Requests for service animals or assistance animals should be presented to the tenant's Housing Manager. If it is not clear whether a person is requesting WHA approval for a service animal or an assistance animal, the WHA shall first consider whether the animal meets the test for a service animal (Request for Service Animals, below). If the animal does not meet the test for a service animal, the WHA shall then consider whether the animal meets the test for an assistance animal (Requests for Assistance Animals, below).

Service animals and assistance animals are not pets; breed, size, and weight limitations do not apply to service or assistance animals.

## Pet, Service Animal, and Assistance Animal Policy

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### 2. Requests for Service Animals

The WHA will consider the following in approving or denying the request for a service animal:

- whether the service animal is required because of a disability; and
- whether the animal has been trained to perform work or tasks

If the answer to both questions is “yes”, then the WHA will permit the person to live with and use a service animal in all areas of the premises where persons are generally allowed to go. The WHA shall not require documentation that the animal has been certified, trained, or licensed as a service animal. The WHA shall not make the above-inquiries if it is readily apparent that the animal is trained to do work or perform tasks for an individual with a disability.

The WHA may deny a specific service animal if the animal is out of control and its handler does not take effective action to control it; the animal is not housebroken; or the animal poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable modification to other policies, practices, and procedures. Such denials are based upon an individualized assessment that relies on objective evidence about the specific animal’s actual conduct. The WHA also reserves the right to withdraw approval of a particular service animal under this section.

### 3. Requests for Assistance Animals

Requests for assistance animals are considered under the WHA’s Reasonable Accommodations Policy. The WHA will consider the following in approving or denying the request for an assistance animal:

- whether the person seeking to use and living with the animal have a disability; and
- whether the person making the request have a disability-related need for an assistance animal (does the animal work, provide assistance, perform tasks or services for the benefit of a person with a disability or provide emotional support that alleviates one or more of the identified symptoms or effects of a person’s existing disability).

If the answer to both questions is yes, then the WHA will permit the person to live with and use an assistance animal in all areas of the premises where persons are generally allowed to go, unless doing so would impose an undue financial and administrative burden or would fundamentally alter the nature of the WHA’s services.

The WHA may deny the request if the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation. The WHA may also deny the request if the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. Such denials are based upon an individualized assessment that relies on objective evidence about the specific animal’s actual conduct. The WHA also reserves the right to withdraw approval of a particular assistance animal under this section.

## REASONABLE ACCOMMODATION POLICY

### **A. Introduction**

1. The Worcester Housing Authority (WHA) does not discriminate on the basis of race, color, religious creed, national origin, sex, ancestry, sexual orientation, age, marital status, gender identity, or disability, in the access or admission to its programs or employment, activities, functions or services.
2. The WHA 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 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 offices and program offices, and shall be included with applications for housing programs, recertification packets and other appropriate program notifications.
4. This policy applies to the WHA's Leased Housing and Public Housing Programs and is incorporated by reference into the Administrative Plan and the Admissions and Continued Occupancy Policy.

### **B. What is a Reasonable Accommodation/Modification?**

1. A reasonable accommodation is a change or modification of WHA's policies, practices, or procedures for people with disabilities that is necessary to insure equal access to WHA'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 a 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:
    - i. The drug use occurred recently enough to justify a reasonable person to believe that

- ii. The drug use is continuing and is a real and ongoing problem.
  - b. Where there is evidence of prior use of illegal drugs and the requestor contends they are not engaged in current use, the requestor must provide evidence of recovery and be willing and able to be compliant with either the public housing or subsidized housing lease.
- 4. An individual is not eligible for a reasonable accommodation or modification if:
  - a. They pose a direct threat to the health or safety of other individuals and this cannot be mitigated by a reasonable accommodation; or
  - b. They would cause substantial damage to property; or
  - c. They are not otherwise qualified for the WHA program and this cannot be mitigated by a reasonable accommodation.
- 5. Reasonable accommodations or modifications 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 this policy. Reasonable modifications will be made up to the point of structural infeasibility, or undue financial or administrative burden.

**C. Reasonable Accommodation/Modification Evaluation Criteria**

The WHA will evaluate requests for accommodation or modification by determining if the requests satisfy all of the following four criteria.

**1. Request**

- a. The WHA must receive a request for the accommodation or modification, which sufficiently explains what the request is.
- b. The request does not have to come from the person with a disability in question. Any person may make the request on behalf of the person with a disability.
- c. The request does not have to be in any particular form nor do the words “reasonable accommodation or modification” need to be used.
- d. The request may be verbal, although the WHA prefers written requests. Staff members will assist people in completing the Reasonable Accommodation request form if assistance is required.
- e. The request may be presented at any point in time during intake, admissions, tenancy, or participation in any of WHA’s programs or services.

**2. 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. When a disability, as defined in this policy, is obvious or known to staff, documentation of the disability may not be required.
- c. When the disability and/or need is not known or obvious 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.
- d. If a disabled individual, who has committed a program violation, requests a reasonable accommodation in order to comply with WHA program requirements, the WHA must, in considering this request, determine whether non-compliance is likely to recur even with the accommodation sought.



- i. The WHA may request that the individual provide appropriate information or verification, within a reasonable time period, to establish that non-compliance is not likely to recur.
  - ii. 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.
3. Necessity For Reasons Substantially Related to the Disability
- a. The requested accommodation or modification must be necessary for the person with a disability's full enjoyment of WHA programs, facilities or premises; and
  - b. The necessity must be substantially related and have a correlation to the requestor's disability.
  - c. The WHA may request information that is necessary to evaluate the disability-related need for the accommodation.
  - d. The WHA 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.

#### 4. Reasonableness

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

- a. Undue Financial or Administrative Burden on WHA
  - i. The request would, if approved, impose an undue financial or administrative burden on the WHA.
  - ii. The WHA will determine on a case-by-case basis whether a request would impose an undue financial or administrative burden.
  - iii. Relevant factors include:
    - 1. The administrative cost and burden of the requested accommodation in comparison with the administrative cost of regular operations;
    - 2. Limits or availability of WHA's overall resources;
    - 3. The benefits that the accommodation would provide the requester, and
    - 4. The availability of other, less expensive, alternative accommodations that would effectively meet the requester's disability-related needs.
- b. Fundamental Alteration in the Nature of WHA's Program(s): The request would, if approved, fundamentally alter WHA's program(s). This means that the request, if granted, would require the WHA 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**

- 1. When documentation is necessary, WHA recommends that applicants, residents and participants use the WHA verification form. The WHA may request the use of the WHA Request for Reasonable Accommodation/Modification Form and Reasonable Accommodation Verification Form if other forms of documentation do not adequately document the need for accommodation.
- 2. The person requesting the accommodation should secure documentation or to give the WHA the information necessary to secure such documentation. Documentation must





include independent verification from a doctor, licensed professional or other professional who has professional knowledge of the applicant/resident/participant sufficient to render an opinion to answer the applicable questions.

3. The WHA 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 request. For example, in response to a request for accommodating chemical sensitivity, the WHA could request a list of the specific materials that an individual is sensitive to.

#### **E. Live-in Aide (also known as a Personal Care Attendant or PCA)**

##### 1. Live-in Aide Definition:

- a. A Live-in Aide is a person who resides with one or more elderly persons, near-elderly, and/or person with a disability. The Live-in Aide:
  - i. Must be essential to the care and well-being of the person(s);
  - ii. Must not be obligated for the support of the person(s); and
  - iii. Would not be living with the person(s) except to provide the necessary supportive services.
  - iv. For state-aided programs, the Live-in Aide must be paid for their services.
- b. A Live-in Aide is not:
  - i. Entitled to Residual Tenancy after the elderly, near-elderly, and/or person(s) with a disability no longer reside in the unit; and
  - ii. An occasional, intermittent, multiple, or revolving caregiver.

##### 2. Live-in Aide Approval Process:

The first step in the Live-In Aide approval process is approval by the WHA that the elderly, near-elderly, and/or person(s) with a disability requires a Live-in Aide. The procedures outlined in sections F and G of this policy (below) shall apply to this first step. In addition to the procedures outlined in sections F and G of this policy, a Live-in Aide Verification form must be completed by a doctor, licensed professional or other professional who is knowledgeable about the person's disability and is competent to render the decision.

If the WHA acknowledges that a Live-in Aide is required, then the particular Live-in Aide must receive approval from the WHA prior to occupancy. A family may identify a relative as the potential Live-in Aide. Once the family identifies the potential Live-in Aide, the family must inform the WHA that this person has been identified and that they are requesting that this person be added to the household. For Leased Housing programs, the family must also obtain written approval from the landlord that the particular person can be added to the household. The WHA will then meet with the particular person identified as the potential Live-in Aide, and, if possible, the family member for whom a Live-in Aide has been approved for an initial screening interview.

If the WHA determines that the potential Live-in Aide meets the above definition of a Live-in Aide, then the family must complete a Live-In Aide Application. The potential Live-in Aide will then be screened by the WHA Admissions Department.

At any time, the WHA may refuse or withdraw approval for a particular Live-in Aide, if:

- a. The person commits fraud, bribery or any other corrupt or criminal act in connection



- with any federal housing program;
- b. The person commits drug-related criminal activity or violent criminal activity; or
- c. The person currently owes rent or other amounts to the WHA or another PHA in connection with Section 8 or public housing assistance.

Once a particular Live-in Aide is approved, a written notification will be sent to the Head-of-Household. Prior to occupancy by the Live-in Aide, a Live-in Aide Acknowledgement must be signed by the approved Live-in Aide, Head-of-Household, landlord, and a representative of the WHA.

The Live-in Aide may have additional WHA-approved family member(s) live with them in the assisted unit. However, no additional bedrooms will be provided for the family member(s) of the Live-in Aide. The additional family member(s) of the Live-in Aide shall not violate Occupancy Standards, Housing Quality Standards, or the State Sanitary Code.

3. A Live-in Aide's income will be excluded when calculating the household's income and determining the rental rate or the total tenant payment and subsidy amount. If the household is directly paying the Live-in Aide and receives funds specifically to cover the cost of these services, then this income will also be excluded. The income and assets of the Live-in Aide must be reported and verified. This section also applies to additional family member(s) of the Live-in Aide.

#### **F. Procedure**

1. Applicants, residents or participants may make Reasonable Accommodation requests at any time and may make them verbally, although for reasons of clarity for both parties, WHA preference is that requests be in writing.
  - a. Reasonable Accommodation Request and Verification Forms (one page, double sided) may be obtained from management offices, Leased Housing or Admissions Departments.
  - b. Staff will assist applicants, residents and participants who need such assistance and will accept requests in alternate format, if necessary because of a disability.
  - c. Requests for reasonable accommodation and modification may be submitted to any WHA staff person but will promptly be passed on to the appropriate person.
2. Once a request for a reasonable accommodation is received, the appropriate staff member will review the request and ensure that all required documentation is in order. Reasonable accommodation requests and supporting documentation will be forwarded to the Reasonable Accommodation Committee (RAC) for review, disposition and record retention. The RAC will meet as often as needed and the decisions relative to cases brought before the committee will be reviewed and determination made.
3. The WHA may request additional documentation from the person requesting the reasonable accommodation that substantiates the disability; documentation that the reasonable accommodation is needed as a direct result of the disability; and/or that the accommodation will enable the person to have equal opportunity relative to housing. The WHA may also seek expert advice from medical or other professionals as to the needs of the person in question and alternative methods of accommodating those needs.
4. 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.

5. RAC shall approve or deny a reasonable accommodation request in writing as soon as possible. A notice of denial shall provide the requestor with the right to further review.

**G. Further Review**

1. An individual who received a denial of a request for reasonable accommodation or modification has the right to in-person, further review with the WHA.
2. The time period to request an in-person, further review with the WHA shall be ten (10) business days from receipt of the notice of WHA's action.
3. Requests are to be made to the WHA in writing or an alternate format.
4. The WHA shall schedule an in-person, further review to engage in an interactive process and to make a factual determination relating to the individual circumstances.
5. The WHA is not bound by decisions that are contrary to HUD regulations or requirements or contrary to Federal, State or local law.
6. If the Executive Director or his or her designee determines that the WHA is not bound by the decision made after the in-person, further review, the WHA 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.
7. The WHA 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.



**Tenant Charges to Repair, Inspect, or Treat WHA Property**

Below is a list of the charges to be assessed the tenant, as necessary to repair or replace Worcester Housing Authority ("WHA") property damaged or destroyed by the negligence or the intentional act of the tenant, a member of the tenant's household, a guest of the tenant, or a guest of a member of the tenant's household. The charges listed do not represent the complete, actual costs to the WHA but represent fair and reasonable costs. If there is severe damage, the WHA may charge the tenant the actual costs, with a notice of actual costs incurred. If a repair item is not listed below, the WHA reserves the right to determine the total cost and charge the tenant with notice.

**TRADES HOURLY CHARGE (WHEN ITEM NOT LISTED) = \$40.00 PER HOUR**

**CUSTODIAN HOURLY CHARGE (WHEN ITEM NOT LISTED) = \$30.00 PER HOUR**

Repair Category	Repair Item	Charge per item
Appliances	Replace fridge component	\$60
	Replace stove and oven component	\$60
	Removal or tampering of Smart burner (per burner)	\$60
Cabinets	Repair or replace wall cabinet	\$60/\$200
	Repair or replace backsplash	\$80/\$200
	Repair or replace countertop	\$150/\$500
	Repair or replace base cabinet	\$90/\$240
Custodial/Ground	Snow or ice removal from stoop or walkway 12 hours after storm if tenants are responsible	\$30
	Sweep or mop stairways (landing to landing)	\$30/\$90
	Clean yard or full landscaping of yard	\$60/\$300
Doors/Windows	Replace ripped, damaged, missing shades or blinds	\$30
	Repair door and window hardware, locks and screens	\$60
	Lock outs business and after hours	\$35/\$75
	Replace storm, closet, or interior door	\$200
	Repair door and window framing or trim	\$280
	Replace entry door	\$320
	Replace glass (small, medium, large)	\$90/\$180/\$270
Electrical	Replace outlet and switch covers and plates	\$30
	Replace light lenses and covers	\$60
	Replace outlets, switches, cable and phone jacks	\$80
	Replace light fixtures and thermostats	\$80
	Smoke and CO2 detectors (replace battery, reconnect or replace)	\$30/\$60/\$120
	Remove resident installed fans or fixtures and replace	\$200
Exterminating	Removal of bait, traps and monitors	\$60
	Inadequate preparation or refusal 1st offense and subsequent	\$60/\$120
	Improper disposal of bed bug infested items 1st and subsequent	\$120/\$240
Painting	Patch small holes in walls 3" x 3" - 12" x 12"	\$40
	Patch large holes in walls over 12" x 12"	\$80
	Paint over unauthorized colors or graffiti (per room)	\$120
Plumbing	Repair plumbing fixtures such as showerheads, faucets, flushers	\$60
	Remove foreign objects requiring the removal of P-trap or toilet	\$120
	Replace faucets or shower valves	\$120
	Replace sink, vanity top or toilet	\$160
Sanitization	Littering of small items (cups, ciggarett butts, ETC.)	\$30
	Improper disposal of trash (bags or boxes) per item	\$60
	Cleaning and sanitizing of bodily fluids or pathogeons	\$60
	Improper clean up or disposal of pet waste 1st and subsequent	\$60/\$120
	Extra housekeeping inspections 1st, 2nd, additional	\$60/\$120
	Improper disposal of bulk trash (furniture, carriages, ETC.)	\$200 each
Smoking Violation	Smoking inside building 1st offense	Warning
	Smoking inside building 1st offense	\$50
	Smoking inside building 1st offense	\$150 + violation
Sufficient Heat	False reporting of insufficient heat- First violation	Warning
	Subsequent violations	\$30
Unauthorized Object	Repair landscaping damage caused by pools, bouncehouses, vehicles, ETC.	\$60-\$300 + violation

# ADMISSIONS AND CONTINUED OCCUPANCY POLICY

## §015 - Transfers

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A WHA tenant may be transferred to another WHA apartment for administrative reasons or for good cause as set forth in this policy. Transfers will be made without regard to race, color, national origin, sex, religion, or familial status.

### 1. ADMINISTRATIVE TRANSFERS

The Executive Director or designee has the right to request a tenant to transfer from one unit to another in accordance with WHA policies or for administrative reasons including but not limited to:

#### A. Eligibility/Reasons

- Emergency - Conditions in the tenant's unit, building, or at the development that pose an immediate, verifiable threat to the physical safety of the tenant or a life threatening health issue.
- Harassment - Verifiable conditions exist where household members are subject to ongoing threats or attacks by criminal elements at the development or neighborhood. Assessment of threats must be determined by the WHA, and based on credible information received from law enforcement, the WHA Public Safety Department, witnesses or other means.
- Over-housed – WHA determines that resident is over-housed, i.e. living in a unit that is larger than appropriate for the family composition.
- Modernization - WHA is undertaking modernization, and the type of work being done requires that the tenant temporarily or permanently transfer.
- Accessibility - WHA determines that tenant residing in an accessible apartment does not have a need for the accessible features and another resident or applicant needs the accessible features of the unit.
- Under-housed - the WHA determines that a tenant is under-housed, i.e. living in a unit that is too small for the family composition and continued occupancy poses a serious threat to the household's physical well-being or violation of local or state building and sanitary codes.
- Household Composition Change - Tenant whose household composition has changed due to factors such as the birth, adoption, or court appointed guardianship of one or more children shall be transferred to an appropriately sized unit within a family development.
- Medical - Documentation from a certified professional is required that specifically states how a transfer to a larger unit would substantially improve the family's current condition. Refer to the WHA's Reasonable Accommodation policy.

# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

## **§015 - Transfers**

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### **B. Application Process**

A transfer for administrative reasons may be made between units in elderly/handicapped housing and family housing in the event that the transfer cannot be made to a unit of appropriate unit size in the same type of housing, provided that the household is eligible for the housing to which the transfer is made.

The WHA may decide at any time to initiate a transfer for administrative reasons. Such a transfer must be implemented in a manner consistent with the relevant provisions of the tenant's lease and/or applicable law.

The administrative transfer process is as follows:

- The Housing Manager will generate the transfer form and submit it to the Director of Property Management;
- The Director of Property Manager or designee will approve or deny the recommendation;
- Approved transfers will be forwarded to the Admissions Department;
- The Admissions Department will date and time stamp the transfer form and return one copy to the appropriate management office;
- Housing Manager, or designee, will mail a decision letter to the head of household.

## **2. TRANSFERS FOR GOOD CAUSE**

### **A. Eligibility/Reasons**

A tenant who resides in a federally-aided unit has the right to request a transfer by the WHA to a different federally-aided unit for good cause such as:

- Tenants with shared child custody if the child is living in the WHA unit more than 50% of the time and all other transfer eligibility criteria are met.
- Under housed – the WHA determines that a tenant is under-housed, i.e. living in a unit that is too small for the family composition.

To be eligible for a Transfer for Good Cause, the tenant must be:

- A current WHA resident, occupying current apartment for at least 12 months, including any transfer applications to add a household member to the lease;
- Current with rent and/or any other charges against the tenant's account;
- In compliance for six consecutive months with office rental agreement, if applicable;
- In compliance with any court agreements;
- Able to pass a housekeeping inspection of the current unit and no extraordinary exterminations (for infestation) for one year prior to application. WHA will also

# ADMISSIONS AND CONTINUED OCCUPANCY POLICY

## §015 - Transfers

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inspect for alterations to the apartment and damage that was created by the resident;

- Unit has no bed bug activity as determined by the WHA; and
- No outstanding lease violations with the WHA.

A transfer for good cause may be made between units in elderly/handicapped housing and family housing in the event that the transfer cannot be made to a unit of appropriate unit size in the same type of housing.

### **B. Application Process**

- Transfer for Good Cause applications can be obtained at the management offices;
- The head of household will complete and sign the application, attaching supporting documentation;
- Completed applications will be received by the management office, which will date and time stamped;
- The Housing Manager, or designee, will recommend approval or denial and submit the recommendation to the Director of Property Management;
- For all recommended approvals, the Housing Manager, or designee, will conduct an inspection at the tenant's current apartment. If tenant damage, or poor housekeeping is found, the tenant will correct and/or pay all charges.
- The Director of Property Management, or designee, will approve or deny the transfer. The decision will be forwarded to the Admissions Department and Housing Manager as appropriate;
- If approved, the Admissions Department will enter the application in the database system and record the application on the appropriate waiting list;
- The Housing Manager, or designee, will mail a decision letter to the head of household.

### **3. INCENTIVE TRANSFERS**

The WHA has two types of incentive transfers that tenants may be eligible for, studio incentive transfers and property incentive transfers.

Tenants who meet the following criteria and want to move to units other than those they currently occupy and must meet the following criteria:

- Recommended by the WHA Housing Manager;
- Resided in a WHA development for at least two years;
- No lease violations in the previous two years;
- Not under current office or court agreement;
- Tenant is in good standing, i.e. rent payments have been made on time; housekeeping has been excellent; there have been no damages to the unit; exterior of unit is maintained; and

# ADMISSIONS AND CONTINUED OCCUPANCY POLICY

## §015 - Transfers

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- In properties with tenant-paid utilities, must be able to get utilities turned on in the tenant's name.

Transfers are voluntary and tenants of studio apartments who do not wish to transfer may remain in their existing apartments.

All costs associated with moving from one apartment to another are the responsibility of the tenant.

### **Property Incentive Transfers**

Unit offers will be made by the WHA following a vacancy and approved administrative transfer for the following developments:

12-16 Providence Street Apartments  
12-17 Dix and Home Street  
12-17 North Ashland Street  
12-17 Richards Street  
12-17 Wachusett Street  
705-1 Benefit Street  
705-1 Gardner Street  
705-1 Kilby Street  
705-2 Newport Street  
705-2 Albert Street  
705-2 Lincoln / Perkins Street

### **Studio Incentive Transfers**

A tenant in a studio apartment may apply to transfer to a one-bedroom if a one-bedroom apartment is available. Emergencies and other circumstances could delay the transfer as determined by the WHA.

## **4. PLACEMENT ON THE WAITING LIST**

### **A. Administrative Transfers**

The Admissions Department will place approved administrative transfers on the appropriate waiting list. The waiting list placement will be higher than all other applicants. Within a contemporaneous group of administrative transfers, applications will be placed on the waiting list based on the Admissions Department's date and time stamp indicating receipt.

### **B. Transfers for Good Cause**

The Admissions Department shall place approved applications on the appropriate waiting list. For all approved applications, the date and time stamp submitted by the applicant will determine the application's placement on the waiting list.



# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

## **§015 - Transfers**

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### **5. UNIT OFFERS**

The WHA reserves the right to cancel any approved transfer decision if any of the household members have engaged in any lease violations from the time of the transfer application approval through the time of lease up of the apartment.

The WHA shall offer only one appropriately sized unit that meets the transfer circumstances.

In the unusual circumstance when there is no federally-aided unit that is adequate in size and meets the circumstances of an administrative transfer or an approved transfer for good cause, the tenant may transfer from a federally-aided unit to a state-aided unit with the approval of the Executive Director or designee.

If the tenant refuses to move pursuant to an Administrative Transfer, the WHA may initiate lease enforcement proceedings, including termination of lease.

If the tenant refuses a unit offer following a Transfer for Good Cause, the WHA will remove the tenant from the transfer waiting list. The WHA may, in its discretion, consider mitigating circumstances.

The tenant has seven days from the time they receive keys to new unit to transfer all their belongings. WHA will impose a \$25.00 daily fee for each day after the 7<sup>th</sup> day that resident does not return the keys to the original unit.

The current unit must be left in clean condition, free of trash, all items of personal property removed, and any alterations made must be restored to the unit's original condition. The apartment must be swept, mopped and appliances and clean and grease-free.

If the apartment is not in acceptable condition as listed above, then the Maintenance Department will assess damage and labor costs, and the head of household will be charged.

### **6. COST OF THE TENANT'S TRANSFER**

#### **A. WHA Expense**

The cost of a tenant's transfer will be borne by the WHA when transfer is required by WHA modernization or rehabilitation work.

#### **B. Tenant Expense**

The cost for a transfer is generally the responsibility of tenant, including but not limited to the following circumstances:

# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

## **§015 - Transfers**

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- When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- When the family was originally properly housed and the transfer is needed to move the family to an appropriately sized unit, either larger or smaller, due to a change in family composition;
- When a family that did not require an accessible unit accepted the unit and must transfer because a handicapped family needs an accessible unit;
- When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

### **7. APPEALS**

If the tenant does not agree to an administrative transfer, or if the WHA denies a tenant's application for a transfer for good cause, the tenant has the right to request a tenant grievance hearing.

# ADMISSIONS AND CONTINUED OCCUPANCY POLICY

## §011 – Rent Determination

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### 1. FAMILY CHOICE [24 CFR 960.253(a)]

At admission and each annual recertification, the WHA provides each tenant with the opportunity to choose between two methods for determining the amount of monthly rent. The tenant may choose to pay flat rent or income based rent. In the event that the family has experienced financial hardship, the family may not be offered this choice more than once a year. See the following applicable federal regulations.

#### (a) *Rent options*

(1) *Annual choice by family.* Once a year, the PHA must give each family the opportunity to choose between the two methods for determining the amount of tenant rent payable monthly by the family. The family may choose to pay as tenant rent either a flat rent as determined in accordance with paragraph (b) of this section, or an income-based rent as determined in accordance with paragraph (c) of this section. Except for financial hardship cases as provided in paragraph (d) of this section, the family may not be offered this choice more than once a year.

(2) *Relation to minimum rent.* Regardless of whether the family chooses to pay a flat rent or income-based rent, the family must pay at least the minimum rent as determined in accordance with §5.630 of this title.

(b) *Flat rent.* The flat rent is determined annually, based on the market rental value of the unit as determined by this paragraph (b).

(1) The PHA must establish a flat rent for each public housing unit that is no less than 80 percent of the applicable Fair Market Rent (FMR) as determined under 24 CFR part 888, subpart A; or

(2) HUD may permit a flat rent of no less than 80 percent of an applicable small area FMR (SAFMR) or unadjusted rent, if applicable, as determined by HUD, or any successor determination, that more accurately reflects local market conditions and is based on an applicable market area that is geographically smaller than the applicable market area used in paragraph (b)(1) of this section. If HUD has not determined an applicable SAFMR or unadjusted rent, the PHA must rely on the applicable FMR under paragraph (b)(1) or may apply for an exception flat rent under paragraph (b)(3).

(3) The PHA may request, and HUD may approve, on a case-by-case basis, a flat rent that is lower than the amounts in paragraphs (b)(1) and (2) of this section, subject to the following requirements:

(i) The PHA must submit a market analysis of the applicable market.

(ii) The PHA must demonstrate, based on the market analysis, that the proposed flat rent is a reasonable rent in comparison to rent for other comparable unassisted units, based on the location, quality, size, unit type, and age of the public housing unit and any amenities, housing services, maintenance, and utilities to be provided by the PHA in accordance with the lease.

(iii) All requests for exception flat rents under this paragraph (b)(3) must be submitted to HUD.

# ADMISSIONS AND CONTINUED OCCUPANCY POLICY

## §011 – Rent Determination

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(4) For units where utilities are tenant-paid, the PHA must adjust the flat rent downward by the amount of a utility allowance for which the family might otherwise be eligible under 24 CFR part 965, subpart E.

(5) The PHA must revise, if necessary, the flat rent amount for a unit no later than 90 days after HUD issues new FMRs.

(6) If a new flat rent would cause a family's rent to increase by more than 35 percent, the family's rent increase must be phased in at 35 percent annually until such time that the family chooses to pay the income-based rent or the family is paying the flat rent established pursuant to this paragraph.

(c) *Income-based rent.*

(1) An income-based rent is a tenant rent that is based on the family's income and the PHA's policies for determination of such rents.

(2) The PHA rent policies may specify that the PHA will use percentage of family income or some other reasonable system to determine income-based rents. The PHA rent policies may provide for depositing a portion of tenant rent in an escrow or savings account, for imposing a ceiling on tenant rents, for adoption of permissive income deductions (see §5.611(b) of this title), or for another reasonable system to determining the amount of income-based tenant rent.

(3) The income-based tenant rent must not exceed the total tenant payment (§5.628 of this title) for the family minus any applicable utility allowance for tenant-paid utilities. If the utility allowance exceeds the total tenant payment, the PHA shall pay such excess amount (the utility reimbursement) either to the family or directly to the utility supplier to pay the utility bill on behalf of the family.

(4) The PHA may elect to establish policies regarding the frequency of utility reimbursement payments for payments made to the family.

(i) The PHA will have the option of making utility reimbursement payments not less than once per calendar-year quarter, for reimbursements totaling \$45 or less per quarter. In the event a family leaves the program in advance of its next quarterly reimbursement, the PHA must reimburse the family for a prorated share of the applicable reimbursement. PHAs exercising this option must have a hardship policy in place for tenants.

(ii) If the PHA elects to pay the utility supplier, the PHA must notify the family of the amount of utility reimbursement paid to the utility supplier.

(d) *Ceiling rent.* A PHA using ceiling rents authorized and established before October 1, 1999, may continue to use ceiling rents, provided such ceiling rents are set at the level required for flat rents under this section. PHAs must follow the requirements for calculating and adjusting flat rents in paragraph (b) of this section when calculating and adjusting ceiling rents.

(e) *Information for families.* For the family to make an informed choice about its rent options, the PHA must provide sufficient information for an informed choice. Such information must include at least the following written information:

(1) The PHA's policies on switching type of rent in circumstances of financial hardship, and

(2) The dollar amounts of tenant rent for the family under each option, following the procedures in paragraph (f) of this section.

# ADMISSIONS AND CONTINUED OCCUPANCY POLICY

## §011 – Rent Determination

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(f) *Choice between flat and income-based rents.* Families must be offered the choice between a flat rental amount and a previously calculated income-based rent according to the following:

(1) For a family that chooses the flat rent option, the PHA must conduct a reexamination of family income and composition at least once every three years.

(2) At initial occupancy, or in any year in which a participating family is paying the income-based rent, the PHA must:

(i) Conduct a full examination of family income and composition, following the provisions in §960.257;

(ii) Inform the family of the flat rental amount and the income-based rental amount determined by the examination of family income and composition;

(iii) Inform the family of the PHA's policies on switching rent types in circumstances of financial hardship; and

(iv) Apply the family's rent decision at the next lease renewal.

(3) In any year in which a family chooses the flat rent option but the PHA chooses not to conduct a full examination of family income and composition for the annual rent option under the authority of paragraph (f)(1) of this section, the PHA must:

(i) Use income information from the examination of family income and composition from the first annual rent option;

(ii) Inform the family of the updated flat rental amount and the rental amount determined by the most recent examination of family income and composition;

(iii) Inform the family of the PHA's policies on switching rent types in circumstances of financial hardship; and

(iv) Apply the family's rent decision at the next lease renewal.

(g) *Switch from flat rent to income-based rent because of hardship.*

(1) A family that is paying a flat rent may at any time request a switch to payment of income-based rent (before the next annual option to select the type of rent) if the family is unable to pay flat rent because of financial hardship. The PHA must adopt written policies for determining when payment of flat rent is a financial hardship for the family.

(2) If the PHA determines that the family is unable to pay the flat rent because of financial hardship, the PHA must immediately allow the requested switch to income-based rent. The PHA shall make the determination within a reasonable time after the family request.

(3) The PHA policies for determining when payment of flat rent is a financial hardship must provide that financial hardship include the following situations:

(i) The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance;

(ii) The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items; and

(iii) Such other situations determined by the PHA to be appropriate.

# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

## **§011 – Rent Determination**

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### **2. INCOME-BASED RENT**

An income based rent is a tenant rent that is based on the family's income. The total tenant payment is equal to the highest of:

- 10 percent of the family's monthly income; or
- 30 percent of the family's adjusted monthly income; or
- The minimum rent of \$50.

### **3. MINIMUM RENT REQUIREMENT [24 CFR 5.630]**

The WHA requires a minimum rent of \$50.00. For households subject to a utility allowance, the tenant will be subject to a minimum total tenant payment but could still be entitled to a utility reimbursement if the utility allowance is greater than the total tenant payment.

Exceptions to the Minimum Rent Requirement:

The Quality Housing and Work Responsibility Act of 1998 (QHWRA) establishes exceptions to the minimum rent requirement for financial hardship circumstances. Financial hardship circumstances include the following:

- a. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program.
- b. The family would be evicted as a result of the imposition of the minimum rent requirement.
- c. The income of the family has decreased because of changed circumstance, including loss of employment.
- d. A death in the family has occurred.
- e. Other circumstances determined by the WHA or HUD.

Suspension of Minimum Rent Requirement:

If the family requests a hardship exemption, the minimum rent requirement is immediately suspended. The minimum rent is suspended until a determination is made whether:

- a. There is a hardship covered by the statute; and
- b. The hardship is temporary or long-term.

If the WHA determines that there is no hardship covered by the statute, minimum rent is imposed including back payment for minimum rent from the time of suspension.

The WHA will not provide an exemption to the minimum rent requirement if the hardship is determined to be temporary. Regulation prohibits the WHA from evicting a family for nonpayment of rent on the basis of a hardship if the hardship is determined by the WHA

# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

## **§011 – Rent Determination**

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to be temporary during a 90-day period beginning upon the date of the family's request for exemption. During this 90-day period, the tenant must demonstrate that the financial hardship is of a long-term basis.

If the tenant demonstrates that the financial hardship is of a long-term basis, the WHA shall retroactively exempt the tenant from the applicability of the minimum rent requirement for the 90-day period.

If the tenant is unable to demonstrate that the financial hardship is of a long-term basis or the WHA determines that the hardship is temporary, the minimum rent is imposed, including the back payment for minimum rent from the time of suspension.

The WHA will not evict the family for nonpayment during the 90-day period commencing on the date of the family's request for exemption of minimum rent in excess of the tenant rent otherwise payable. The WHA will offer a reasonable repayment agreement for any rent not paid during this period.

### **Welfare Program Requirements Regarding Minimum Rent:**

The WHA will not reduce a family's rent to the established minimum rent levels if there has been a reduction in welfare benefits based on either:

- Fraud by a family member.
- The family's failure to comply with the welfare program's requirement for work activities or participation in an economic self-sufficiency program.

If a reduction in income results from the expiration of a lifetime limit on benefits, or a loss of benefits because of a durational time limit on welfare benefits despite compliance with work requirements, the WHA will include the reduction in annual income in the calculation of an income based rent. The result of this calculation may result in an exception to the minimum rent requirement.

## **4. RENT FOR FAMILIES UNDER THE NONCITIZEN RULE (24 CFR 5.518)**

A mixed family may receive continued assistance if all of the following conditions are met:

- The family was receiving assistance on June 19, 1995;
- The family was granted continuation of assistance before November 29, 1996;
- The family's head or spouse has eligible immigration status; and
- The family does not include any person who does not have eligible immigration status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child of the head of household or spouse.

# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

## **§011 – Rent Determination**

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If a mixed family qualifies for prorated assistance (and does not qualify for continued assistance), but decides not to accept prorated assistance, or if a family has no members with eligible immigration status, the family may be eligible for temporary deferral of termination of assistance if necessary to permit the family additional time for the orderly transition of those family members with ineligible status, and any other family member involved to other affordable housing.

The WHA shall prorate a mixed family's assistance in accordance with 24 CFR §5.520(d): When the mixed family's TTP is greater than the maximum rent, the WHA must use the TTP as the mixed family TTP. This method of prorating assistance applies to new admissions and annual reexaminations.

### **5. UTILITY ALLOWANCE**

The WHA shall establish a utility allowance for all check-metered utilities for those tenants who elect the income method calculation and/or pay a minimum rent of \$50.00. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. Allowances will be evaluated at least annually as well as any time utility rate changes by 10 percent or more since the last revision to the allowances.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

### **6. RENT PAYMENT**

Rent is due and payable on the first day of the month. If the rent is not paid by the fifth day of the month, rent shall be considered delinquent and the WHA may issue a 14-day Notice to Quit. All rents shall remain in effect until the rent is redetermined. Rent payments may be made by mail to the lockbox, by mail to the WHA management office, in person at the WHA management offices, or any other means implemented by the WHA.



# **Worcester Housing Authority Violence Against Women Act (VAWA) Policy**

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## **1. PURPOSE AND APPLICABILITY**

The Worcester Housing Authority (“WHA”) is concerned about the safety of its tenants, participants, and applicants and such concern extends to those who are victims of domestic violence, dating violence, sexual assault, or stalking. The purpose of this policy is to implement the requirements of the Violence Against Women Reauthorization Act of 2013 (VAWA) with respect to the responsibilities of the WHA regarding domestic violence, dating violence, sexual assault and stalking. This policy shall be applicable to all of the federally-subsidized housing programs administered by the WHA and shall be incorporated by reference into the Leased Housing Administrative Plan and the Admission and Continued Occupancy Policy. Protections under this policy are available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation. This policy will be applied consistent with all nondiscrimination, equal opportunity, and fair housing requirements.

## **2. DEFINITIONS**

### **2.1 Actual and Imminent Threat:**

A physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

### **2.2 Affiliated Individual:**

With respect to an individual; a spouse, parent, brother, sister, or child of that individual, or stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or any individual, tenant, or lawful occupant living in the household of that individual.

### **2.3 Bifurcate:**

To divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

### **2.4 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

# **Worcester Housing Authority**

## **Violence Against Women Act (VAWA) Policy**

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determined based upon a consideration of the following factors: length of relationship; type of relationship; and the frequency of interaction between the persons involved in the relationship.

### **2.5 Domestic Violence:**

Felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic of family violence laws of Massachusetts, or by any other person against an adult or youth victim who is protected from the person's acts under the domestic of family violence laws of Massachusetts. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship or a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

### **2.6 Perpetrator:**

A person who commits an act of domestic violence, dating violence, sexual assault or stalking assault against a victim.

### **2.7 Sexual Assault:**

Any nonconsensual sexual act proscribed by Federal, tribal or State law, including when the victim lacks capacity to consent.

### **2.8 Stalking:**

Engaging in a course of conduct directed at a specific person that would cause a reasonable person to: fear for the person's individual safety or the safety of others; or suffer substantial emotional distress.

## **3. NOTIFICATIONS PROVIDED**

All applicants, tenants, and participants of WHA's federally-subsidized housing programs with the Notice of Occupancy Rights under the Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) at the following times:

- a. At the time the applicant is denied assistance or admission;
- b. At the time the individual is provided assistance or admission;

# **Worcester Housing Authority**

## **Violence Against Women Act (VAWA) Policy**

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- c. With any notification of eviction or notification of termination of assistance; and,
- d. During the 12-month period following December 16, 2016, either during the annual recertification or lease renewal process, whichever is applicable.

These forms shall be made available in multiple languages, consistent with guidance issued by HUD in accordance with Executive Order 13166.

### **3. VAWA PROTECTIONS**

An applicant for assistance, tenant, or participant shall not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant, tenant, or participant is or has been a victim of domestic violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

A tenant may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if: the criminal activity is engaged in by a member of the household of a tenant or any guest or other person under the control of the tenant, and the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.

An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as: a serious or repeated violation of a lease executed under a covered housing program by the victim or threatened victim of such incident; or good cause for terminating the assistance, tenancy, or occupancy rights under a covered housing program of the victim or threatened victim of such incident.

### **4. LIMITATIONS OF VAWA PROTECTIONS**

Nothing in the above section, limits the WHA, when notified of a court order, to comply with a court order with respect to: the rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault or stalking; or the distribution or possession of property among members of a household.

Nothing in the above sections limits any available authority of the WHA to evict or terminate assistance to a tenant or participant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or participant or an affiliated individual of the tenant or participant. However, the WHA must not subject the tenant or participant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants or participants in determining whether to evict or terminate assistance.

# **Worcester Housing Authority**

## **Violence Against Women Act (VAWA) Policy**

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Nothing in the above section limits the authority of the WHA to terminate assistance to or evict a tenant or participant if the WHA can demonstrate an actual and imminent threat to other tenants, or those employed at or providing service to property of the WHA would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in §2.1 above. However, there must be no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

### **5. DOCUMENTATION REQUIRED**

If an applicant, tenant, or participant represents to the WHA that they are entitled to the protections or remedies of VAWA, they must provide acceptable documentation to document the occurrence of domestic violence, dating violence, sexual assault, or stalking to the WHA.

Acceptable documentation to document the occurrence of domestic violence, dating violence, sexual assault, or stalking are:

1. The Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Form (Form HUD-5382);
2. A document signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse; signed by the tenant or participant; and that specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under 24 CFR part 5, subpart L, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under §5.2003; or
3. A record of Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency.

The WHA will inform the applicant, tenant, or participant in writing that such acceptable documentation is required and that such documentation must be submitted to the WHA within fourteen (14) business days. If acceptable documentation is not provided within the fourteen (14) business days the protections and remedies of VAWA shall be waived.

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If the WHA receives documentation containing conflicting information, the WHA may require the tenant or participant to submit third-party documentation as described in paragraphs 2 or 3 above within thirty (30) calendar days of the date of such request.

Documentation is not required if the applicant, tenant, or participant has already previously provided acceptable documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking to the WHA.

Any information submitted to the WHA concerning the occurrence(s) of domestic violence, dating violence, sexual assault, or stalking relating to the victim (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking) shall be maintained in strict confidence by the WHA. The WHA shall not allow any persons within its employ to have access to such confidential information unless explicitly authorized by the WHA for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law. The WHA shall not enter such confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is: requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or otherwise required by applicable law.

### **6. EMERGENCY TRANSFER PLAN**

The WHA allows tenants and participants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from their current unit or program to another unit or program. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>1</sup> The ability of the WHA to honor such request for those currently receiving assistance, however, may depend upon a preliminary determination that the tenant or participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the WHA has another dwelling unit that is available and is safe to offer the tenant or participant for temporary or more permanent occupancy.

This plan identifies tenants and participants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants and participants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the WHA is in compliance with VAWA.

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<sup>1</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

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The WHA shall not bear the moving costs that tenants or participants generally pay, including application fees, deposits, or the costs to physically move households and their belongings. The provisions in VAWA on emergency transfer requests do not supersede eligibility requirements for HUD housing serving specific populations, or for any HUD housing covered by VAWA 2013.

### **6.1 Eligibility for Emergency Transfers**

A tenant or participant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant or participant reasonably believes that there is a threat of imminent harm from further violence if they remain within the same unit. If the tenant or participant is a victim of sexual assault, they may also be eligible to transfer if the sexual assault occurred on the premises within the ninety (90) calendar day period preceding a request for an emergency transfer.

A tenant or participant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants or participants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **6.2 Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify WHA's Management Office, or the participant shall notify WHA's Leased Housing Department, of the need to transfer and shall complete and submit the Emergency Transfer Request Form (Form HUD-5383). The tenant or participant shall also provide acceptable documentation to document the occurrence of domestic violence, dating violence, sexual assault, or stalking to the WHA within fourteen (14) business days of the submission of the Emergency Transfer Request Form, unless the tenant or participant has already provided acceptable documentation of the occurrence to the WHA. Acceptable documentation is described in Section 5, above.

The written request for an emergency transfer should include either:

1. A statement expressing that the tenant or participant reasonably believes that there is a threat of imminent harm from further violence if they were to remain in the same dwelling unit assisted under WHA's program; OR
2. A statement that the tenant or participant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the request for an emergency transfer.

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The WHA will provide reasonable accommodations to this policy for individuals with disabilities.

### 6.3 Confidentiality

The WHA will keep confidential any information that the tenant or participant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant or participant gives the WHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant or participant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act for All Tenants for more information about WHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### 6.4 Emergency Transfer Timing and Availability

The WHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The WHA will, however, act as quickly as possible to process such a request.

For the purposes of this plan, the following definitions apply:

1. *Internal emergency transfer:* An emergency relocation of a tenant or participant to another unit where they would not be categorized as a new applicant; that is, they may reside in the new unit without having to undergo an application process; and
2. *External emergency transfer:* An emergency relocation of a tenant or participant to another unit where they would be categorized as a new applicant; that is they must undergo an application process in order to reside in the new unit.

#### 6.4.1 Emergency Transfers for Public Housing Tenants

The WHA will act as quickly as possible to make an internal transfer to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to

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which the tenant has been transferred. The WHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If a safe unit is not immediately available, the WHA shall place the tenant on the Administrative Transfer wait list. This Administrative Transfer wait list may include other individuals as described in the Admission and Continued Occupancy Policy. Individuals will be placed on the waiting list in chronological order regardless of the reason for the Administrative Transfer.

If a safe unit is not immediately available, the WHA shall make reasonable efforts, as described below, to assist the tenant in making an external emergency transfer, upon the tenant's request. The WHA will assist such tenants in applying for WHA's Leased Housing Rental Assistance Programs. If such a tenant is determined eligible for such program(s), they shall be granted a Super Priority Preference on the WHA's waiting list(s). However, the issuance of a Housing Choice Voucher or Project Based Voucher is subject to the availability of such vouchers. In addition, the WHA will also assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, the WHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Nothing in this plan shall preclude a tenant from seeking an internal and external emergency transfer concurrently if a safe unit is not immediately available.

### **6.4.2 Emergency Transfers for Leased Housing Rental Assistance Program Participants**

#### *In General:*

Participants who are, or have been, the victim of domestic violence, dating violence, sexual assault, or stalking are not required to notify the WHA prior to leaving the assisted unit, if such a move is needed to protect the health or safety of the family or family member, or if any family member has been the victim of sexual assault that occurred on the premises during the ninety (90) calendar day period preceding the family's request to move.

If a participant qualifies for an emergency transfer under this Plan, the WHA will allow the participant family to move within the initial lease term and/or more than once during any twelve (12) month period.



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Nothing in this plan shall preclude a participant from seeking an internal and external emergency transfer concurrently if a safe unit is not immediately available.

### *Project-Based and Moderate Rehabilitation Participants:*

For participants in the project-based voucher program and the moderate rehabilitation program, the WHA will act as quickly as possible to make an internal transfer to move a participant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a participant reasonably believes a proposed transfer would not be safe, the participant may request a transfer to a different unit.

If a safe unit is not immediately available, the WHA shall make reasonable efforts, as described below, to assist the participant in making an external emergency transfer, upon the participant's request. The WHA will assist such participants in applying for the WHA's other Leased Housing Rental Assistance Programs and Public Housing Program. If such a participant is determined eligible for such program(s), they shall be granted a Super Priority Preference on the WHA's waiting list(s). However, the issuance of a Housing Choice Voucher is subject to the availability of such vouchers. Upon request, the WHA shall place the participant on the Administrative Transfer wait list for a Public Housing unit. This Administrative Transfer wait list may include other individuals as described in the Admission and Continued Occupancy Policy. Individuals will be placed on the waiting list in chronological order regardless of the reason for the Administrative Transfer. The WHA will also assist the participant in identifying other housing providers who may have safe and available units to which they could move. At the participant's request, the WHA will also assist participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### *Participants with Tenant-Based Vouchers:*

For participants in the tenant-based housing choice voucher program, the WHA will act as quickly as possible to make an internal transfer to move a participant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. The WHA will accomplish such an internal transfer by first issuing the participant a tenant-based voucher. The WHA will provide the participant with a listing of known available units. The WHA will also quickly process Requests for Tenancy Approval and rapidly inspect the unit. The WHA will also assist participants who would like to move to an area outside the WHA's jurisdiction by utilizing the portability process.

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If a safe unit is not immediately available, the WHA shall make reasonable efforts, as described below, to assist the participant in making an external emergency transfer, upon the participant's request. The WHA will assist such participants in applying for the WHA's Project-Based Program and Public Housing Program. If such a participant is determined eligible for such program(s), they shall be granted a Super Priority Preference on the WHA's waiting list(s). However, the issuance of a Project Based Voucher is subject to the availability of such vouchers. Upon request, the WHA shall place the participant on the Administrative Transfer wait list for a Public Housing unit. This Administrative Transfer wait list may include other individuals as described in the Admission and Continued Occupancy Policy. Individuals will be placed on the waiting list in chronological order regardless of the reason for the Administrative Transfer. In addition, the placement into a Public Housing unit is subject to the availability of such a unit. At the participant's request, the WHA will also assist participants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **6.5 Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant or participant is urged to take all reasonable precautions to be safe.

Tenants or participants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants or participants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants or participants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking are:

- YWCA/Daybreak

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(508) 755-9030

- W.I.N. Program  
(508) 799-8610
- Pathways for Change (Formerly Rape Crisis Center of Central Mass.)  
(800) 870-5905
- Community Healthlink  
(508) 791-3261

### 7. LEASE BIFURCATION

The WHA may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual: without regard to whether the household member is a signatory to the lease; and without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant. Lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases and in accordance with any requirements under the relevant housing program.

If the individual who was evicted or for whom assistance was terminated was the eligible tenant under the applicable housing program, the WHA shall provide to any remaining tenant or tenants that were not already eligible a period of ninety (90) calendar days from the date of bifurcation of the lease to: establish eligibility for the same housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease; or establish eligibility under another covered housing program; or find alternative housing. The ninety (90) day calendar period will not be available to a remaining household member if the statutory requirements for the covered housing program prohibit it. The ninety (90) day calendar period also will not apply beyond the expiration of a lease, unless this is permitted by program regulations. The WHA may extend the ninety (90) day calendar period to an additional sixty (60) calendar days, unless prohibited from doing so by statutory requirements of the covered program or unless the time period would extend beyond expiration of the lease.