



**Worcester**  
Housing Authority



Welcome To The  
**WORCESTER HOUSING AUTHORITY**  
**Housing Choice Voucher Program**

Briefing Booklet

Leased Housing Department  
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(508) 635-3148  
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SECTION 8 HOUSING CHOICE VOUCHER PROGRAM  
BRIEFING BOOKLET

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ADDITIONAL MATERIAL RECEIVED SEPERATLY

"A Good Place to Live" Booklet  
Lead Paint Brochure  
Family Self-Sufficiency Program Brochure  
Housing Search Verification form  
Subsidy Standards and Rent

# Housing Choice (Section 8) Voucher Program

## Fact Sheet

### **WHAT ARE HOUSING CHOICE (SECTION 8) VOUCHERS?**

The Housing Choice (Section 8) voucher program is the federal government's major program for assisting very low-income families, the elderly, and the disabled to rent decent, safe, and sanitary housing in the private market. Since the rental assistance is provided on behalf of the family or individual, participants are able to find and lease privately owned housing, including single-family homes, townhouses and apartments. The participant is free to choose any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects.

Housing Choice (Section 8) Vouchers are administered locally by public and Indian housing agencies (HAs). The HAs receive federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer this voucher program. A family that is issued a rental voucher is responsible for finding and selecting a suitable rental unit of the family's choice. This unit may include the family's present residence. Rental units must meet minimum standards of health and safety, as determined by the HA. A rental subsidy is paid to the landlord directly by the HA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program.

### **RENTAL VOUCHERS -- HOW DO THEY FUNCTION?**

The Housing Choice voucher program places the choice of housing in the hands of the individual family. A very low-income family who has been selected by the HA to participate is encouraged to consider several housing choices to secure the best rental housing for its needs.

The rental unit must meet an acceptable level of health and safety before the HA can approve payments to landlords under the voucher program. When the voucher holder finds a unit that it wishes to occupy and reaches an agreement with the landlord over the lease terms, the HA must inspect the dwelling and review the lease for approval. A rental voucher holder is also advised of the unit size for which it is eligible, based on family size and composition, and the applicable rent levels.

The HA determines a payment standard which is used to calculate the amount of rental assistance a family will receive, but does not affect the amount of rent a landlord may charge or the family may pay. A family which receives a rental voucher can select a unit which rents below or above the payment standard. The rental voucher family must pay more than 30% of its monthly adjusted gross income for rent and utilities if the unit rent is greater than the payment standard. However, for first time lease-ups or whenever the voucher family moves, the family cannot pay more than 40% of their Adjusted Gross monthly family income toward rent and utilities. The family would never pay less than 30% of its monthly adjusted gross income if the total rent was less than the payment standard.

### **THE RENT SUBSIDY**

The HA calculates the maximum amount of rental assistance allowable, which is the difference between the payments standard and 30% of the family's monthly adjusted gross income, and pays rental assistance. The amount of rental assistance paid by the HA changes with the payment standard while the amount the tenant pays varies with the actual rent. For example, if a family locates a unit that rents below the payment standard, the family would not pay less than 30% of its monthly adjusted gross income for rent. On the other hand, if a family decides to rent a unit above the payment standard, it would pay over 30% of its monthly adjusted gross income for rent. The family's rent share also changes when its income or family circumstances change.

## **CAN I MOVE AND CONTINUE TO RECEIVE HOUSING CHOICE VOUCHER (SECTION 8) ASSISTANCE?**

A family's housing needs change over time with changes in family size, job locations, and for other reasons. The Housing Choice voucher program is designed to allow families to move without the loss of rental assistance. Moves are permissible as long as the family notifies the HA ahead of time, terminates its existing lease within the appropriate provisions, and finds acceptable alternate housing.

Under the voucher program, new voucher-holders may choose a unit anywhere in the United States if the family lived within the jurisdiction of the HA issuing the voucher when the family applied for assistance. Those new voucher-holders not living within the jurisdiction of the HA at the time the family applies for rental assistance must initially lease a unit within that jurisdiction for the first twelve months of assistance. A family that wishes to move to another HA's jurisdiction must consult with the HA that currently administers its rental assistance to verify the procedures for moving.

## **ROLES - THE TENANT, THE LANDLORD, THE HOUSING AGENCY, AND HUD**

Once an HA approves an eligible family's lease and housing unit, the family and the landlord sign a lease and, at the same time, the landlord and the HA sign a housing assistance contract which runs for the same term as the lease. This means that everyone -- tenant, landlord and HA -- has obligations and responsibilities within the voucher program.

**Tenant's Role:** When a family selects a housing unit, and the HA approves the unit and lease, the family signs a lease with the landlord for at least one year. The tenant may be required to pay a security deposit to the landlord. After the first year the landlord may initiate a new lease or allow the family to remain in the unit on a month-to-month lease.

When the family is settled in a new home, the family is expected to comply with the lease and the program requirements, pay its share of rent on time, maintain the unit in good condition and notify the HA of any changes in income or family composition.

**Landlord's Role:** The role of the landlord in the voucher program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The dwelling unit must pass the program's housing standards and be maintained up to those standards as long as the owner receives housing assistance payments. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the contract signed with the HA.

**Housing Authority's Role:** The HA administers the voucher program locally. The HA provides a family with the rental assistance that enables the family to seek out suitable housing and the HA enters into a contract with the landlord to provide rental assistance payments on behalf of the family. If the landlord fails to meet his/her obligations under the lease, the HA has the right to terminate assistance payments.

**HUD's Role:** To cover the cost of the program, HUD provides funds to allow HAs to make housing assistance payments on behalf of the families. HUD also pays the HA a fee for the costs of administering the program. When additional funds become available to assist new families, HUD invites HAs to submit applications for funds for additional rental vouchers. Applications are then reviewed and funds awarded to the selected HAs on a competitive basis.

## **ADDITIONAL INFORMATION AND OTHER SUBSIDY PROGRAMS**

For additional information about the voucher program, contact either the local HA serving your community or the Office of Public Housing within your local HUD office. There may be a long wait for assistance under the rental voucher program. If the HA also administers the public housing or Indian housing programs, applicants for the Housing Choice voucher program may also ask to be placed on the waiting list for the public or Indian housing program. HUD also administers other subsidized programs and you may obtain a list of programs in your area from the Office of Housing at your local HUD office.

## Section 8 Housing Choice Voucher Program

### Owner Responsibility (Sec 982.452)

- The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- The owner is responsible for:
  - (1) Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
  - (2) Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance. For provisions on family maintenance responsibilities, see Sec. 982.404(a)(4).
  - (3) Complying with equal opportunity requirements.
  - (4) Preparing and furnishing to the PHA information required under the HAP contract.
  - (5) Collecting from the family;
    - (i) Any security deposit.
    - (ii) The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
    - (iii) Any charges for unit damage by the family.
  - (6) Enforcing tenant obligations under the lease.
  - (7) Paying for utilities and services (unless paid by the family under the lease).
- For provisions on modifications to a dwelling unit occupied, or, to be occupied by a disabled person, see 24 CFR 100.203.

### Family Share: Family Responsibility (Sec. 982.515)

- The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent.
- The family rent to owner is calculated by subtracting the amount of the housing assistance payment to the owner from the rent to owner.
- The PHA may not use housing assistance payments or other program funds (including any administrative fee reserve) to pay any part of the family share, including the family rent to owner. Payment of the whole family share is the responsibility of the family.

## EXPANDING HOUSING OPPORTUNITIES and DECONCENTRATION OF POVERTY

The Worcester Housing Authority encourages participation by owners of units outside areas of poverty or minority concentration, which clearly delineates areas in its jurisdiction that the WHA considers areas of poverty or minority concentration, and which includes actions the WHA will take to encourage owner participation.

The WHA does the above by including:

Maps of the City of Worcester showing the Low Income Population areas in briefing packets and discussing advantages of moving to other areas.

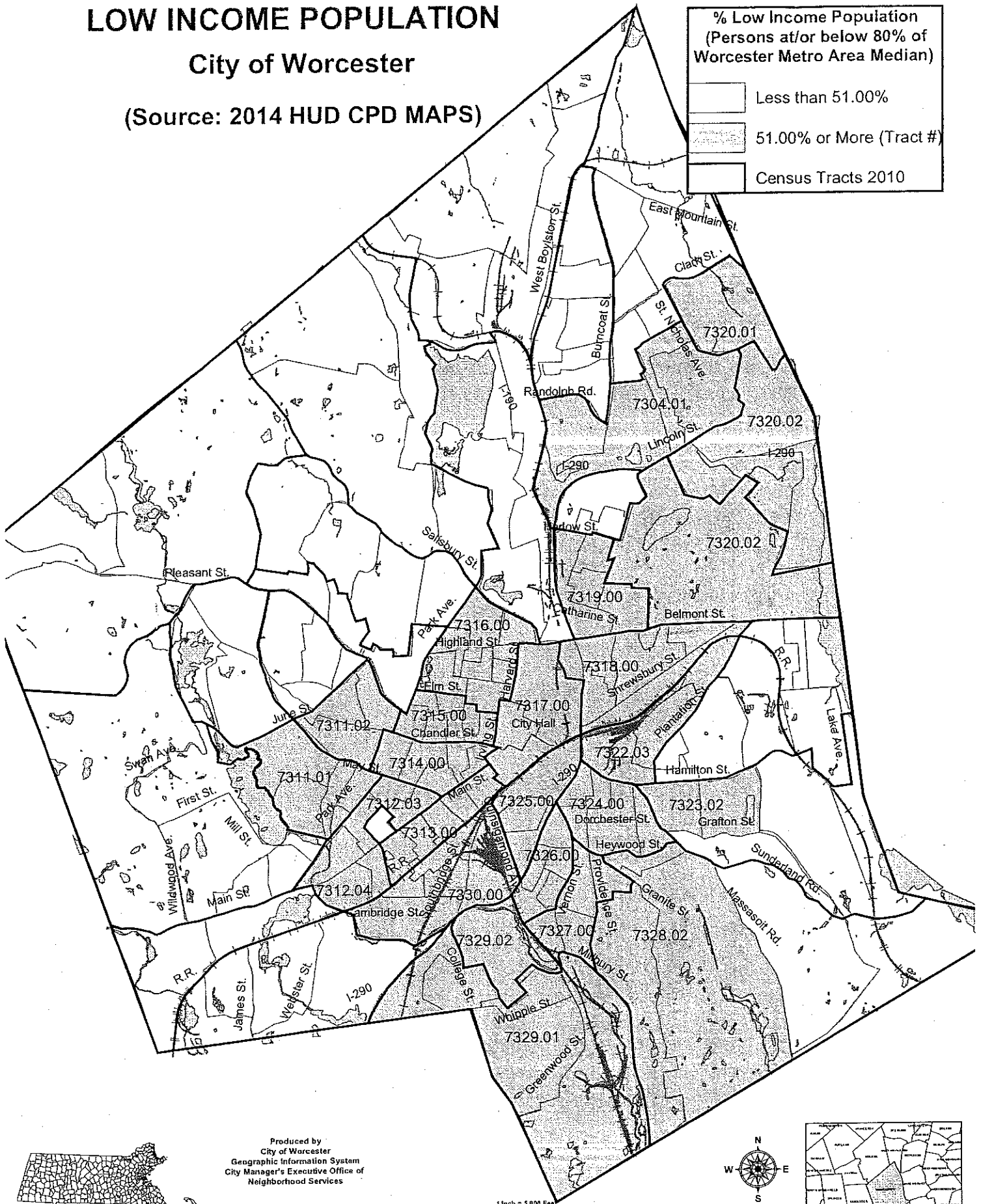
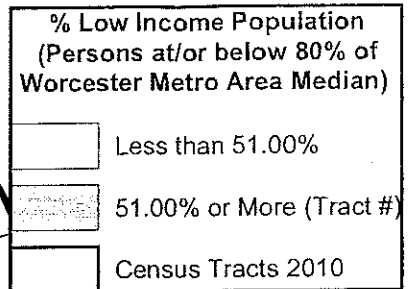
Outreaching to property owners by providing landlord trainings, mailings, and new owner forums to promote and educate owners on the Section 8 program.

The WHA has a property owner committee, POC, which stands for "Property Owner Council" program, made up of several active property owners in the City, large and small. This program includes all our initiatives as indicated above, and meets bi-annually with committee members to discuss outreach efforts as well education of our property owners.

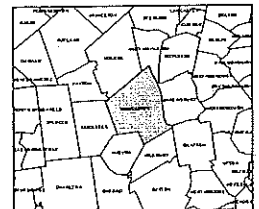
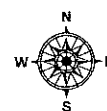
# LOW INCOME POPULATION

## City of Worcester

(Source: 2014 HUD CPD MAPS)



Produced by  
City of Worcester  
Geographic Information System  
City Manager's Executive Office of  
Neighborhood Services



0 1,300 2,600 5,200 7,800 10,400 Feet

High Poverty Areas *	
Census Tracts	Areas
7304.01	Lincoln St - Nicholas Ave - I-290
7311.01	Park Ave
7311.02	May St - Austin St
7312.03	Main St - May St
7312.04	Main St - Cambridge St
7313.00	Main St - Beacon St
7314.00	May St - Austin St
7315.00	Chandler St - Irving St
7316.00	Highland St - Elm St - Harvard St
7317.00	City Hall
7318.00	Shrewsbury St - gage St
7319.00	Catharine St - Channing St
7320.01	Clark St
7320.02	Belmont St - I-290
7322.02	Plantation St
7323.02	Grafton St
7324.00	Dorchester St - Heywood St
7325.00	Quinsigamond Ave
7326.00	Vernon St - providence St
7327.00	Millbury St
7328.02	Massasoit Rd - Millbury St
7329.01	Whipple St - Greenwood St
7329.02	College St.
7330.00	Southbridge St - Cambridge St

\* 51% or more population below poverty level

Rev. 2014



# CHOOSING THE RIGHT SCHOOL FOR YOUR CHILD

The Worcester Public Schools are divided into 4 levels based on performance as compared with other schools. Level 1 (highest performing) – Level 4 (lowest performing).

Level 3 or 4 schools are within the lowest 20% of underperforming schools in the state. Worcester has 22 schools that fall into this category\*. Many of these schools are also in neighborhoods with the greatest number of apartments for rent.

When looking for an apartment, it is important to consider your child's educational needs. There are 33 public elementary schools in Worcester, not including charter schools. In many cases, moving to an apartment a few streets over can allow your child to switch from an under-performing school to one that is meeting its goals. For example, Jacob Hiatt School in the Main South area is a Level 2 school\* with an excellent reputation. This neighborhood includes many rental apartments available to Section 8 tenants. Moving closer to this area might allow for improved educational opportunities for your child.

The Worcester Public Schools also offer school choice. This option allows parents to send their child to a school outside of their district. The school may be in the city or in a surrounding town. A few things to consider with school choice:

- The request can be denied if space or funding is limited that year. If you are denied, you should appeal, multiple times.
- You must provide transportation for your child to and from school.

\* Source: Massachusetts Department of Elementary and Secondary Education, 2016 Accountability Data

# TERM OF VOUCHER

## **Initial Voucher Term**

The WHA has set an initial voucher term of 120 days. This is the amount of time a family has to find approvable housing and submit a Request for Tenancy Approval. Vouchers will expire 120 days from the date of issuance unless the voucher is tolled or the WHA issues a written extension. The expiration date is stated on the voucher.

## **Extensions of Voucher Term**

At the sole discretion of the WHA, the WHA may approve one thirty (30) day extension (for a total voucher term of 150 days). The family must request such extension, in writing, prior to the initial expiration of the voucher. The following is a non-exclusive list of reasons the WHA may approve such an extension:

- a. The family was unable to find suitable housing within the initial voucher term (family must show through documentation that the family made a good-faith effort to find suitable housing);
- b. The family experienced a severe illness or extended hospitalization during the initial voucher term (family must show through documentation that they experienced a severe illness or were hospitalized for an extended length of time during the initial term; or
- c. The family was unable to actively search for housing due to circumstances beyond their control.

At the sole discretion of the WHA, the WHA may approve a second thirty (30) day extension (for a total voucher term of 180 days). The family must request such extension, in writing, prior to the expiration of the extension of the voucher. Such second extensions are only granted if the family can show through documentation that extreme circumstances, beyond their control, affected the family's ability to find suitable housing.

If a family requires and requests an extension as a reasonable accommodation, the WHA will extend the voucher term up to the term reasonably required for that purpose.

The policy in this paragraph is intended specifically when the Head of Household is being deployed and is either the sole or only adult member of the household. If a family has been issued a voucher, and the Head of Household receives notice that they will be deployed prior to their leasing an apartment, their voucher will be suspended indefinitely until they return. Upon their return, the WHA will reissue a voucher.

## **Voucher Tolling**

The voucher term will toll (be suspended) from the time the family submits a Request for Tenancy Approval until the time the WHA approves or denies the request or the Request expires.

No voucher shall be tolled for a period greater than sixty (60) days. If the tolling time exceeds the number of search days remaining on the voucher at the time of the RFTA submission, the voucher holder will be given credit for only those days that remained at the time of RFTA submission.

## **Voucher Expiration**

The voucher expires automatically on the date indicated on the voucher unless the voucher term changes due to extensions or tolling. If the voucher has expired, and has not been extended by the WHA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. Once the voucher expires, the family will be notified by mail at the last address on file with the WHA that the voucher has expired and the family is not entitled to a hearing.

## **HOUSING SEARCH**

Once a voucher has been issued, the family is authorized to begin the housing search. The WHA will provide the following resources to the family: apartment listings of owners willing to participate in the program, including handicapped accessible apartments and information on [www.GoSection8.com](http://www.GoSection8.com). These resources will be provided at the briefing. The family is responsible for conducting the housing search and finding suitable housing. The WHA is not responsible for finding housing for the family.

# **Subsidy Standards and Family Share Calculation**

## **SUBSIDY STANDARDS**

The WHA has established the following subsidy standards that determine the number of bedrooms needed for families of different sizes and compositions. Subsidy standards are also referred to as “family unit size”. These subsidy standards provide for the smallest number of bedrooms needed to house a family without overcrowding, are consistent with space requirements under housing quality standards, and are applied consistently for all families of like size and composition. These subsidy standards are used to determine the voucher size when families are selected from the waiting list and issued a voucher, when a family’s composition changes, and when a family selects a unit that has a different number of bedrooms from the voucher size.

The WHA subsidy standards relate to the family unit size on the voucher and not the family’s actual living arrangements. The WHA does not determine who shares a bedroom or sleeping room.

## **Determining Family Unit Size**

- a. Single person families shall have a unit size of one bedroom;
- b. A single pregnant woman with no other family members is considered a two-person family;
- c. In general, two people will be assigned one bedroom with the following exceptions:
  - 1. Persons of different generations (more than 18 years apart) shall be allocated a separate bedroom;
  - 2. Persons of opposite sex (other than children under the age of eight and spouses, partners, and significant others) shall be allocated a separate bedroom;
  - 3. Unrelated adults shall be allocated a separate bedroom;
  - 4. A live-in-aide shall be allocated a separate bedroom. No additional bedrooms are allocated for the aide’s family;
- d. A child under two shall share a bedroom with their parent if their parent is a single person and is not already sharing a bedroom with another person. If the single parent has two children under two, an additional bedroom shall be allocated;
- e. Foster children will be included in determining unit size upon request, if they will be in the unit for longer than twelve (12) months. Documentation may be required.
- f. Space will be provided for a child who is away at school but lives with the family during school recesses;
- g. Space will not be provided for a family member, other than a spouse, who will be absent the majority of the time, such as a family member away in the military.

## **Exceptions to Subsidy Standards**

The WHA shall grant exceptions from the subsidy standards as a reasonable accommodation for persons with disabilities.

## **Changes to Family Unit Size**

The WHA will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage or court-awarded custody.

## **Violation of HQS Space Standards**

If the WHA determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the WHA will issue the family and new voucher and the family and the WHA must try to find an acceptable unit as soon as possible.

## **WHA Error**

If the WHA errs in determining the family unit size, the family will be issued a voucher of the appropriate size.

## HOW MUCH WILL I PAY FOR MY APARTMENT, AND WHAT IS THE MAXIMUM RENT?

Your family may rent a unit with more bedrooms than stated on your housing voucher, but the payment standard will be based on the size of the unit for which your family is eligible. Your family may also rent a unit with fewer bedrooms than what is listed on your housing voucher. However, the number and size of the bedrooms must meet the requirements set by HUD and Massachusetts State Law, relating to the number of people in your family. For example, no more than two persons per living/sleeping room.

\$1060	Payment standard
<u>-180</u>	<u>(30% of \$600.)</u>

**\$ 880 (Portion of housing costs the WHA will help you with or Maximum subsidy.)**

If the payment standard for a 2 bedroom apartment is \$1060, and the monthly adjusted income for your family is \$180, the maximum subsidy will be \$880.

Example: Renting a unit which is more than the payment standard.

For a unit which is above the payment standard, your family will pay more than 30% (but not more than 40% for the first year of the lease) of their monthly income. Using the figures above, if your family chooses a unit for which the gross rent (rent + utilities) is \$1,100, you will pay \$220.

\$ 1100	Gross rent
<u>-880</u>	<u>Maximum Subsidy</u>
<b>\$ 220</b>	<b>Total Family Share</b>

In this situation your family has chosen to pay \$40 more than an amount which is equal to 30% of adjusted monthly income (\$220-180=\$40 difference).

## **With or Without Utilities?**

If the utilities are not included in the rent, you will pay for the utilities yourself. This does not necessarily mean that you will be paying more of your monthly income towards housing costs because the apartment you choose should have lower rent if the utilities are not included.

**If utilities are included, all of your share (total tenant payment) is paid to the landlord.**

For example, if your share of housing cost equals \$171 (total tenant payment) and you find an apartment, which costs \$808 per month and includes utilities, you will pay \$171 a month to the landlord.

**If utilities are not included in the rent then part of your share of housing costs (or your total tenant payment) is paid to the utility company and part is paid to the landlord.**

If utilities are not included in the rent, it is important that you remember the utility bills will be your responsibility and that you must budget accordingly. It is a good idea to look for an energy efficient unit to keep the costs of the utilities low. The utility allowance sheets are used to determine the amount to add to the contract rent in order to get the gross rent.

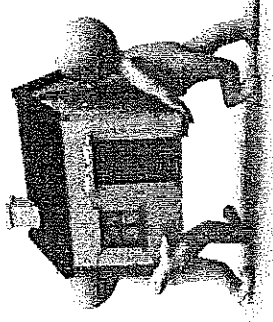
# How Portability Works

## What is Portability?

"Portability" in the Housing Choice Voucher (HCV) program refers to the process through which your family can transfer or "port" your rental subsidy when you move to a location outside the jurisdiction of the public housing agency (PHA) that first gave you the voucher when you were selected for the program (**the initial PHA**).

*The agency that will administer your assistance in the area to which you are moving is called the receiving PHA.*

New families have to live in the jurisdiction of the initial PHA for a year before they can port. But, the initial PHA may allow new families to port during this one-year period.



## What Happens Next?

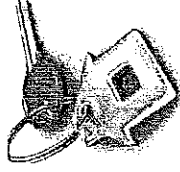
1. You must notify the initial PHA that you would like to port and to which area you are moving.
2. The initial PHA will determine if you are eligible to move. For example, the PHA will determine whether you have moved out of your unit in accordance with your lease.
3. If eligible to move, the initial PHA will issue you a voucher (if it has not done so already) and send all relevant paperwork to the receiving PHA.
4. If you are currently assisted, you must give your landlord notice of your intent to vacate in accordance with your lease.

## Contacting the Receiving PHA

1. Your case manager will let you know how and when to contact the receiving PHA. Your case manager must give you enough information so that you know how to contact the receiving PHA.
2. If there is more than one PHA that administers the HCV program where you wish to move, you may choose the receiving PHA. The initial PHA will give you the contact information for the PHAs that serve the area. If you prefer, you may request that the initial PHA select the receiving PHA for you.

**Generally, the initial PHA is not required to give you any other information about the receiving PHAs, but you may wish to find out more details when contacting them (such as whether the receiving PHA operates a Family Self-Sufficiency or Homeownership program).**

# How Portability Works



## Before Porting, Things You Should Know

**Subsidy Standards:** The receiving PHA may have different subsidy standards. In other words, the initial PHA may have issued you a three-bedroom voucher, but the receiving PHA may, if appropriate for your family, issue you a two-bedroom voucher. Note, however, that the PHA's subsidy standards must comply with fair housing and civil rights laws. This includes processing reasonable accommodation requests that are necessary for qualified individuals with disabilities.

**Payment Standards:** The payment standards of the receiving PHA may be different for each PHA. Payment standards are what determine the amount of the rent that the PHA will pay on your behalf. If a receiving PHA's payment standards are lower than the initial PHA, then the portion of the rent you pay may be more than what you were paying at the initial PHA.

**Re-screening:** The receiving PHA may re-screen you using their own policies, which may be different than the initial PHA's policies and could result in them denying your request to move. When contacting the receiving PHA, you may want to ask whether they re-screen families moving into their area under portability and what are their policies for termination or denial of HCV assistance. This will assist you in determining if the receiving PHA's policies might prevent you from moving to their jurisdiction.

**Time Management:** You should manage the move so that you have enough time to arrive at the receiving PHA before the initial PHA voucher expires; otherwise, you may lose your assistance.

## Once at the Receiving PHA

1. The receiving PHA will issue you a voucher to search for a unit in its jurisdiction. Your voucher must be extended by 30 days from the expiration date on the voucher issued by the initial PHA.
2. When you submit a request for tenancy approval, the time on your voucher will stop until you are notified in writing whether the unit is approved or denied. The request for tenancy approval is the form you will submit to the receiving PHA once you find a unit, so that the receiving PHA can determine whether you may rent that unit under the program.
3. If you decide that you do not want to lease a unit in the area, the receiving PHA will return your voucher to the initial PHA. The initial PHA is not required to, but may, extend the term of your voucher so that you may search for a unit in the initial PHA's jurisdiction or port to another jurisdiction.

*Any additional instructions will be provided by the receiving PHA. PHAs must comply with all nondiscrimination and equal opportunity requirements in the portability process, including, but not limited to, the Fair Housing Act, Section 504 of the of the Rehabilitation Act, Title VI of the Civil Rights Act, and title II of the Americans with Disabilities Act.*

## PHA Contact Information


### Find Your Local Public Housing Agency (PHA)

If you need **public housing** assistance or would like specific information about public housing programs such as **housing choice vouchers**, please contact your local Public Housing Agency.

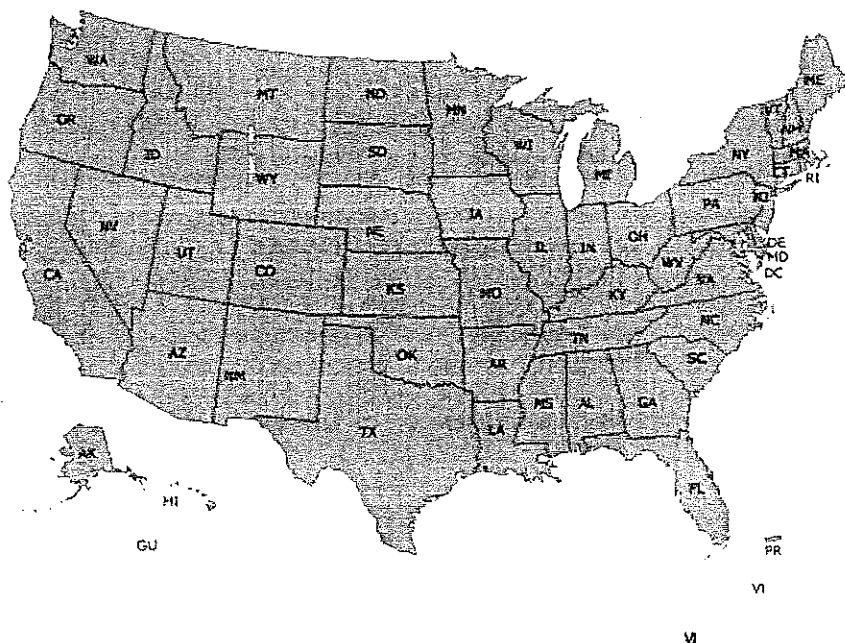
To view contact information for Public Housing Agencies in your city and state, select your state from the list-box, or use the map below.

### HA Contact Information by State (List)

Alabama	▲
Alaska	▲
Arizona	▲
Arkansas	▲

[Go to this page](#) 

### HA Contact Information by State (Map)



### Related Information

**HA Profiles** - HA profiles provides more detailed, up-to-date HA information, in addition to address and contact information for individual Public Housing Agencies.

**PIH Customer Service Center** (800) 955-2232. The PIH Customer Service Center is staffed to answer questions/Inquiries from the public and PHAs regarding public housing and housing choice voucher programs and regulations.



## PHA Contact Information

### Massachusetts

This listing is ordered by city. View it ordered by zip.

HA CODE	PHA NAME PHONE & FAX	ADDRESS	TYPE (?)
MA079	<b>Abington Housing Authority</b> Phone: (781)878-3469 Fax: (781)878-9059	71 Shaw Avenue Abington MA 02351	Section 8
MA057	<b>Acton Housing Authority</b> Phone: (978)263-5339 Fax: (978)266-1408	68 Windsor Avenue Acton MA 01720	Section 8
MA051	<b>Adams Housing Authority</b> Phone: (413)743-5924 Fax: (413)743-5926	4 Columbia Street Adams MA 01220	Section 8
MA116	<b>Amesbury Housing Authority</b> Phone: (978)388-2022 Fax: (978)388-4926	180 Main Street Amesbury MA 01913	Section 8
MA085	<b>Amherst Housing Authority</b> Phone: (413)256-0206 Fax: (413)256-8551	33 Kellogg Avenue Amherst MA 01002	Both
MA084	<b>Andover Housing Authority</b> Phone: (978)475-2365 Fax: (978)475-0313	100 Morton Street Andover MA 01810	Section 8
MA048	<b>Arlington Housing Authority</b> Phone: (781)646-3400 Fax: (781)643-6923	4 Winslow Street Arlington MA 02474	Section 8
MA100	<b>Athol Housing Authority</b> Phone: (978)249-4848 Fax: (978)249-9604	21 Morton Meadows Athol MA 01331	Section 8
MA018	<b>Attleboro Housing Authority</b> Phone: (508)222-0151 Fax: (508)222-4389	37 Carlton Street Attleboro MA 02703	Section 8
MA159	<b>Auburn Housing Authority</b> Phone: (508)832-3852 Fax: (508)832-5684	200 Oxford Street N Auburn MA 01501	Low-Rent
MA090	<b>Bellingham Housing Authority</b> Phone: (508)883-4999 Fax: (508)883-6719	10 Wrentham Manor Bellingham MA 02019	Section 8
MA042	<b>Belmont Housing Authority</b> Phone: (617)484-2160 Fax: (617)484-4862	59 Pearson Road Belmont MA 02178	Section 8
MA044	<b>Beverly Housing Authority</b> Phone: (978)922-3100 Fax: (978)921-2121	137 Bridge Street (Rear) Beverly MA 01915	Both
MA077	<b>Billerica Housing Authority</b> Phone: (978)667-1661 Fax: (978)667-1156	16 River Street Billerica MA 01821	Section 8
MA901	<b>Mass Dhcd</b> Phone: (617)573-1208 Fax: (617)573-1345	100 Cambridge Street, Suite 300 Bureau of Federal Rental Assistance Boston MA 02114	Section 8
MA002	<b>Boston Housing Authority</b> Phone: (617)988-4000 Fax: (617)988-4027	52 Chauncy Street Boston MA 02111	Both

MA053	<b>Braintree Housing Authority</b> Phone: (781)848-1484 Fax: (781)380-4333	25 Roosevelt Street Braintree MA 02184	Section 8
MA126	<b>Bridgewater Housing Authority</b> Phone: (508)697-7405 Fax: (508)697-9534	10 Heritage Circle Bridgewater MA 02324	Section 8
MA884	<b>Brockton Area Multi Services Inc. (Bamsi)</b> Phone: (508)580-8700 Fax: (508)580-3114	10 Christy's Drive Brockton MA 02301	Section 8
MA024	<b>Brockton Housing Authority</b> Phone: (508)588-6880 Fax: (508)588-8271	45 Goddard Road PO Box 7070 Brockton MA 02301	Both
MA033	<b>Brookline Housing Authority</b> Phone: (617)277-2022 Fax: (617)277-1462	90 Longwood Avenue Brookline MA 02446	Both
MA112	<b>Burlington Housing Authority</b> Phone: (781)272-7786 Fax: (781)229-2378	15 Birchcrest Street Burlington MA 01803	Section 8
MA003	<b>Cambridge Housing Authority</b> Phone: (617)864-3020 Fax: (617)547-9821	675 Massachusetts Avenue Cambridge MA 02139	Both
MA108	<b>Chelmsford Housing Authority</b> Phone: (978)256-7425 Fax: (978)256-1895	10 Wilson Street Chelmsford MA 01824	Section 8
MA883	<b>American Training, Inc</b> Phone: (978)256-7425 Fax: (978)256-1895	10 Wilson Street Chelmsford MA 01824	Section 8
MA016	<b>Chelsea Housing Authority</b> Phone: (617)884-5617 Fax: (617)889-8158	54 Locke Street Chelsea MA 02150	Both
MA008	<b>Chicopee Housing Authority</b> Phone: (413)592-6132 Fax: (413)594-7750	128 Meetinghouse Road Chicopee MA 01013	Both
MA021	<b>Clinton Housing Authority</b> Phone: (978)365-4150 Fax: (978)365-4153	58 Fitch Road Clinton MA 01510	Low-Rent
MA098	<b>Concord Housing Authority</b> Phone: (978)369-8435 Fax: (781)369-4269	34 Everett Street Concord MA 01742	Both
MA118	<b>Danvers Housing Authority</b> Phone: (978)777-0909 Fax: (978)777-0955	14 Stone Street Danvers MA 01923	Both
MA172	<b>Dartmouth Housing Authority</b> Phone: (508)994-1424 Fax: (508)994-1481	2 Anderson Way Dartmouth MA 02747	Section 8
MA040	<b>Dedham Housing Authority</b> Phone: (781)326-3543 Fax: (781)326-1023	Dedham Housing Authority 163 Dedham Boulevard Dedham MA 02026	Both
MA043	<b>Dracut Housing Authority</b> Phone: (978)957-3515 Fax: (978)957-3399	971 Mammoth Road Dracut MA 01826	Both
MA071	<b>Duxbury Housing Authority</b> Phone: (781)934-6618 Fax: (781)934-3289	59 Chestnut Street Duxbury MA 02332	Section 8
MA027	<b>Everett Housing Authority</b> Phone: (617)387-6389 Fax: (617)389-4936	393 Ferry Street Everett MA 02149	Section 8
MA006	<b>Fall River Housing Authority</b> Phone: (508)675-3500 Fax: (508)677-1346	85 Morgan Street Fall River MA 02722	Both

MA047	Falmouth Housing Authority Phone: (508)548-1977 Fax: (508)457-7573	115 Scranton Avenue Falmouth MA 02540	Both
MA037	Fitchburg Housing Authority Phone: (978)342-5222 Fax: (978)343-4148	50 Day Street Fitchburg MA 01420	Both
MA028	Framingham Housing Authority Phone: (508)879-7562 Fax: (508)626-0252	1 John J. Brady Drive Framingham MA 01702	Both
MA127	Gardner Housing Authority Phone: (978)632-6634 Fax: (978)632-9530	Gardner Housing Authority--Section 8 Off 116 Church Street Gardner MA 01440	Section 8
MA025	Gloucester Housing Authority Phone: (978)281-4770 Fax: (978)281-6945	259 Washington Street Gloucester MA 01930	Both
MA096	Greenfield Housing Authority Phone: (413)774-2932 Fax: (413)772-0616	1 Elm Terrace Greenfield MA 01301	Section 8
MA132	Groveland Housing Authority Phone: (978)374-0370 Fax: (978)374-7621	10 River Pines Drive Groveland MA 01834	Low-Rent
MA121	Halifax Housing Authority Phone: (781)294-4520 Fax: (781)294-7210	One Parsons Lane Halifax MA 02338	Section 8
MA155	Hanson Housing Authority Phone: (781)293-7474 Fax: (781)294-7839	Meetinghouse Lane Hanson MA 02341	Both
MA087	Haverhill Housing Authority Phone: (978)372-6761 Fax: (978)373-1107	25-C Washington Square Haverhill MA 01831	Section 8
MA119	Hingham Housing Authority Phone: (781)741-1417 Fax: (781)741-9888	30 Thaxter Street Hingham MA 02043	Section 8
MA072	Holbrook Housing Authority Phone: (781)767-0024 Fax: (781)767-4081	1 Holbrook Court Holbrook MA 02343	Section 8
MA082	Holden Housing Authority Phone: (508)829-9182 Fax: (508)829-5196	9 Flagler Drive Holden MA 01520	Section 8
MA165	Holliston Housing Authority Phone: (508)429-6266 Fax: (508)429-2507	Cole Court 492 Washington Street Holliston MA 01746	Section 8
MA005	Holyoke Housing Authority Phone: (413)539-2220 Fax: (413)532-7283	475 Maple Street Holyoke MA 01040	Both
MA091	Hudson Housing Authority Phone: (978)562-9268 Fax: (978)562-4623	8 Brigham Circle Hudson MA 01749	Both
MA046	Barnstable Housing Authority Phone: (508)771-7222 Fax: (508)778-9312	500 Old Colony Road Hyannis MA 02601	Both
MA056	Ipswich Housing Authority Phone: (978)356-2860 Fax: (978)356-7715	1 Agawam Village Ipswich MA 01938	Section 8
MA010	Lawrence Housing Authority Phone: (978)685-3811 Fax: (978)685-6599	353 Elm Street Lawrence MA 01841	Both
MA086	Leominster Housing Authority Phone: (978)537-5300 Fax: (978)534-5335	100 Main Street Leominster MA 01453	Section 8

MA067	<b>Lexington Housing Authority</b> Phone: (781)861-0900 Fax: (781)861-1938	1 Countryside Village Lexington MA 02420	Both
MA882	<b>Community Teamwork, Inc.</b> Phone: (978)459-0551 Fax: (978)453-9128	155 Merrimack Street Lowell MA 01852	Section 8
MA881	<b>Middlesex North Resources Center, Inc.</b> Phone: (781)599-4220 Fax: (781)593-1737	35 Market Street Lowell MA 01852	Section 8
MA001	<b>Lowell Housing Authority</b> Phone: (978)937-3500 Fax: (978)937-5758	350 Moody Street Lowell MA 01879	Both
MA023	<b>Lynn Housing Authority</b> Phone: (781)581-8600 Fax: (781)592-6296	10 Church Street Lynn MA 01902	Both
MA880	<b>Bridgewell</b> Phone: (781)593-1088 Fax: (781)593-5731	471 Broadway Lynnfield MA 01940	Section 8
MA022	<b>Malden Housing Authority</b> Phone: (781)322-3150 Fax: (781)322-3543	630 Salem Street Malden MA 02148	Both
MA134	<b>Mansfield Housing Authority</b> Phone: (508)339-6890 Fax: (508)339-4956	22 Bicentennial Court Mansfield MA 02048	Section 8
MA070	<b>Marlborough Housing Authority</b> Phone: (508)624-6908 Fax: (508)460-3749	255 Main Street, Suite 212 Marlborough MA 01752	Section 8
MA137	<b>Maynard Housing Authority</b> Phone: (978)897-8738 Fax: (978)897-3583	15 Powder Mill Circle Maynard MA 01754	Low-Rent
MA015	<b>Medford Housing Authority</b> Phone: (781)396-7200 Fax: (781)393-9223	121 Riverside Avenue Medford MA 02155	Both
MA157	<b>Medway Housing Authority</b> Phone: (508)533-2434 Fax: (508)533-3402	600 Mahan Circle Medway MA 02053	Low-Rent
MA063	<b>Melrose Housing Authority</b> Phone: (781)665-1622 Fax: (781)665-6043	910 Main Street Melrose MA 02176	Section 8
MA113	<b>Merrimac Housing Authority</b> Phone: (978)388-2022 Fax: (978)388-4926	52 Merri Village Merrimac MA 01860	Section 8
MA081	<b>Methuen Housing Authority</b> Phone: (978)682-8607 Fax: (978)794-3534	25 Jade Street Methuen MA 01844	Both
MA060	<b>Middleborough Housing Authority</b> Phone: (508)947-3824 Fax: (508)947-6393	8 Benton Street Middleborough MA 02346	Section 8
MA069	<b>Milford Housing Authority</b> Phone: (508)473-9521 Fax: (508)473-4218	45 Birmingham Court Milford MA 01757	Both
MA154	<b>Millis Housing Authority</b> Phone: (508)376-8181 Fax: (508)376-6040	310 Exchange Street Millis MA 02054	Section 8
MA147	<b>Milton Housing Authority</b> Phone: (617)698-2169 Fax: (617)696-3513	65 Miller Avenue Milton MA 02186	Section 8
MA092	<b>Natick Housing Authority</b> Phone: (508)653-2971 Fax: (508)650-9982	4 Cottage Street Natick MA 01760	Section 8
MA065	<b>Needham Housing Authority</b> Phone: (781)444-3011 Fax: (781)444-1089	28 Captain Robert Cook Drive Needham MA 02494	Both

MA007	<b>New Bedford Housing Authority</b> Phone: (508)997-4806 Fax: (508)997-4807	134 South Second Street New Bedford MA 02740	Both
MA032	<b>Newburyport Housing Authority</b> Phone: (978)465-7216 Fax: (978)463-3080	25 Temple Street Newburyport MA 01950	Both
MA036	<b>Newton Housing Authority</b> Phone: (617)552-5501 Fax: (617)964-8387	82 Lincoln Street Newton Highlands MA 02461	Both
MA034	<b>North Adams Housing Authority</b> Phone: (413)663-5379 Fax: (413)664-7223	150 Ashland Street North Adams MA 01247	Both
MA107	<b>North Andover Housing Authority</b> Phone: (978)682-3932 Fax: (978)794-1142	One Morkeski Meadows North Andover MA 01845	Both
MA170	<b>North Attleborough Housing Authority</b> Phone: (508)695-5142 Fax: (508)695-6847	20 South Washington Street North Attleborough MA 02760	Section 8
MA122	<b>Easton Housing Authority</b> Phone: (508)238-4747 Fax: (508)230-9694	Parker Terrace North Easton MA 02356	Section 8
MA089	<b>North Reading Housing Authority</b> Phone: (978)664-2982 Fax: (978)664-3599	One Peabody Court North Reading MA 01864	Section 8
MA026	<b>Northampton Housing Authority</b> Phone: (413)584-4030 Fax: (413)582-1350	49 Old South Street Northampton MA 01060	Both
MA109	<b>Norwood Housing Authority</b> Phone: (781)762-8115 Fax: (781)762-4942	40 William Shyne Circle Norwood MA 02062	Both
MA106	<b>Oxford Housing Authority</b> Phone: (508)987-5055 Fax: (508)987-0581	23 Wheelock Street Oxford MA 01540	Section 8
MA054	<b>Peabody Housing Authority</b> Phone: (978)531-1938 Fax: (978)977-0489	75 Central Street, Suite 2 Peabody MA 01960	Section 8
MA111	<b>Pembroke Housing Authority</b> Phone: (781)293-3088 Fax: (781)293-6316	Kilcommons Dr. Pembroke MA 02359	Both
MA187	<b>Berkshire County Regional Housing Authority</b> Phone: (413)443-7138 Fax: (413)443-8137	150 North Street Pittsfield MA 01201	Section 8
MA029	<b>Pittsfield Housing Authority</b> Phone: (413)443-5936 Fax: (413)443-7294	65 Columbus Avenue Pittsfield MA 01201	Both
MA059	<b>Plymouth Housing Authority</b> Phone: (508)746-2105 Fax: (508)746-9229	130 Court Street Plymouth MA 02360	Both
MA110	<b>Bourne Housing Authority</b> Phone: (508)563-7485 Fax: (508)564-7531	871 Shore Road Pocasset MA 02559	Both
MA020	<b>Quincy Housing Authority</b> Phone: (617)847-4350 Fax: (617)770-2876	80 Clay Street Quincy MA 02170	Both
MA075	<b>Reading Housing Authority</b> Phone: (781)944-6755 Fax: (781)944-6875	22 Frank D. Tanner Drive Reading MA 01867	Section 8
MA014	<b>Revere Housing Authority</b> Phone: (781)284-4394 Fax: (781)284-0065	70 Cooledge Street Revere MA 02151	Both

MA133	<b>Rockland Housing Authority</b> Phone: (781)878-4156 Fax: (781)871-6441	8 Studley Court Rockland MA 02370	Both
MA073	<b>Rockport Housing Authority</b> Phone: (978)546-3181 Fax: (978)546-2306	13 Millbrook Park Rockport MA 01966	Section 8
MA055	<b>Salem Housing Authority</b> Phone: (978)744-4432 Fax: (978)744-9614	27 Charter Street Salem MA 01970	Both
MA174	<b>Salisbury Housing Authority</b> Phone: (978)462-8600 Fax: (978)463-3512	23 Beach Road Salisbury MA 01952	Section 8
MA181	<b>Sandwich Housing Authority</b> Phone: (508)833-4979 Fax: (508)833-4993	20 Tom's Way Sandwich MA 02563	Section 8
MA099	<b>Saugus Housing Authority</b> Phone: (781)233-2116 Fax: (781)233-3531	19 Talbot Street Saugus MA 01906	Both
MA049	<b>Scituate Housing Authority</b> Phone: (781)545-3375 Fax: (781)544-0058	791 Country Way Scituate MA 02066	Low-Rent
MA041	<b>Shrewsbury Housing Authority</b> Phone: (508)757-0323 Fax: (508)754-5210	36 North Quinsigamond Avenue Shrewsbury MA 01545	Both
MA031	<b>Somerville Housing Authority</b> Phone: (617)625-1152 Fax: (617)628-7057	30 Memorial Road Somerville MA 02145	Both
MA138	<b>Dennis Housing Authority</b> Phone: (508)394-3120 Fax: (508)760-2352	167 Center Street South Dennis MA 02660	Section 8
MA095	<b>Yarmouth Housing Authority</b> Phone: (508)398-2920 Fax: (508)398-1930	Long Pond Plaza South Yarmouth MA 02664	Section 8
MA076	<b>Southbridge Housing Authority</b> Phone: (508)765-5858 Fax: (508)764-2574	60 Charlton Street Southbridge MA 01550	Section 8
MA035	<b>Springfield Housing Authority</b> Phone: (413)785-4513 Fax: (413)785-4516	25 Saab Court PO Box 1609 Springfield MA 01101	Both
MA080	<b>Stockbridge Housing Authority</b> Phone: (413)298-3222 Fax: (413)298-3844	5 Pine Street Heaton Court Stockbridge MA 01262	Section 8
MA117	<b>Stoughton Housing Authority</b> Phone: (781)344-6599 Fax: (781)341-1957	4 Capen Street Stoughton MA 02072	Both
MA169	<b>Swansea Housing Authority</b> Phone: (508)679-5828 Fax: (508)679-1563	100 Gardner's Neck Road Swansea MA 02777	Low-Rent
MA017	<b>Taunton Housing Authority</b> Phone: (508)823-6308 Fax: (508)822-3460	30 Olney Street Suite B Taunton MA 02780	Both
MA139	<b>Tewksbury Housing Authority</b> Phone: (978)851-7392 Fax: (978)640-7986	Delaney Drive Tewksbury MA 01876	Both
MA094	<b>Franklin County Regional Housing Authority</b> Phone: (413)863-9781 Fax: (413)863-9289	42 Canal Rd. Turners Falls MA 01376	Section 8
MA074	<b>Wakefield Housing Authority</b> Phone: (781)245-7328 Fax: (781)245-5136	26 Crescent Street Wakefield MA 01880	Both

MA140	<b>Walpole Housing Authority</b> Phone: (508)668-7878 Fax: (508)660-9973	8 Diamond Pond Terrace Walpole MA 02081	Section 8
MA013	<b>Waltham Housing Authority</b> Phone: (781)894-3357 Fax: (781)894-7595	110 Pond Street Waltham MA 02451	Both
MA088	<b>Ware Housing Authority</b> Phone: (413)967-4477 Fax: (413)967-7040	20 Valley View Ware MA 01082	Section 8
MA105	<b>Warren Housing Authority</b> Phone: (413)436-7184 Fax: (413)436-7184	95 Winthrop Terrace PO Box 3021 Warren MA 01083	Section 8
MA093	<b>Watertown Housing Authority</b> Phone: (617)923-3950 Fax: (617)923-2466	55 Waverley Avenue Watertown MA 02472	Both
MA101	<b>Wayland Housing Authority</b> Phone: (508)655-6310 Fax: (508)655-8566	106 Main Street Wayland MA 01778	Both
MA123	<b>Webster Housing Authority</b> Phone: (508)943-1634 Fax: (508)949-6003	10 Golden Heights Webster MA 01570	Both
MA135	<b>Wellesley Housing Authority</b> Phone: (781)235-0223 Fax: (781)239-0802	109 Barton Road Wellesley MA 02181	Section 8
MA078	<b>West Springfield Housing Authority</b> Phone: (413)788-0988 Fax: (413)788-8663	37 Oxford Place West Springfield, MA 01089	Section 8
MA050	<b>Westfield Housing Authority</b> Phone: (413)568-9283 Fax: (413)568-5357	12 Alice Burke Way Westfield MA 01086	Section 8
MA045	<b>Weymouth Housing Authority</b> Phone: (781)331-2323 Fax: (781)335-8214	402 Essex Street Weymouth MA 02188	Both
MA066	<b>Williamstown Housing Authority</b> Phone: (413)458-8282 Fax: (413)458-9698	35 Adams Road Williamstown MA 01267	Section 8
MA061	<b>Wilmington Housing Authority</b> Phone: (978)658-8531 Fax: (978)657-4003	Wilmington Housing Authority 41 Deming Way Wilmington MA 01887	Section 8
MA039	<b>Winchendon Housing Authority</b> Phone: (978)297-2280 Fax: (978)297-0922	108 Ipswich Drive Winchendon MA 01475	Both
MA125	<b>Winchester Housing Authority</b> Phone: (781)721-5718 Fax: (781)721-5737	13 Westley Street Winchester MA 01890	Section 8
MA019	<b>Woburn Housing Authority</b> Phone: (781)935-0818 Fax: (781)937-0965	59 Campbell Street Woburn MA 01801	Both
MA188	<b>The Bridge of Central Massachusetts</b> Phone: (508)755-0333 Fax: (508)755-2191	4 Mann Street Worcester MA 01602	Section 8
MA012	<b>Worcester Housing Authority</b> Phone: (508)635-3000 Fax: (508)635-3186	40 Belmont Street Worcester MA 01605	Both

Type: This indicates the type of program administered by a PHA. "Both" represents administration of both Section-8 and Low-rent programs.



# Worcester Housing Authority

## REQUEST FOR PORTABILITY MOVE

TO BE COMPLETED BY HEAD OF HOUSEHOLD

CLIENT#: \_\_\_\_\_

Name: \_\_\_\_\_ SS#: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Telephone: Home( ) \_\_\_\_\_ Work:( ) \_\_\_\_\_

\*\*\*\*\*  
Please be advised the port-out process takes a couple of days to be completed. Your request will be reviewed as quickly as possible. You must call our office within 10 days to see if your port request has been approved or denied. If approved, you will need to call the Housing Authority you listed below to make sure your paperwork has been received by them and to make arrangements to go through their move-in process.  
\*\*\*\*\*

Complete the following regarding the Housing Authority you wish to move to.

Name of Housing Authority: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone#: \_\_\_\_\_ Fax#: \_\_\_\_\_

Name of Portability Officer: \_\_\_\_\_ Extension#: \_\_\_\_\_

Email address: \_\_\_\_\_

\*\*\*\*\*  
Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Portability Specialist: \_\_\_\_\_ Date: \_\_\_\_\_



**TENANCY ADDENDUM**  
**Section 8 Tenant-Based Assistance**  
**Housing Choice Voucher Program**  
(To be attached to Tenant Lease)

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
exp. 7/31/2022

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

**1. Section 8 Voucher Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

**2. Lease**

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

**3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

**6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

## 7. Maintenance, Utilities, and Other Services

### a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

### b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.

c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

## 8. Termination of Tenancy by Owner

a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

### c. Criminal activity or alcohol abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
  - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
  - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
  - (c) Any violent criminal activity on or near the premises; or
  - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

- (b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

### d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
  - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

## 9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the 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 with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant 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 an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to 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. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are 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, developing 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. 24 CFR 5.2005(d)(4).

j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant’s Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may “bifurcate” the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.

l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. **Confidentiality.**

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter 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 is required by applicable law.

## 10. Eviction by court action

The owner may only evict the tenant by a court action.

## 11. Owner notice of grounds

- a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

## 12. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

## 13. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

## 14. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

## 15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

## 16. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

## 17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

## 18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

## 19. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

## 20. Definitions

**Contract unit.** The housing unit rented by the tenant with assistance under the program.

**Family.** The persons who may reside in the unit with assistance under the program.

**HAP contract.** The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

**HUD.** The U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Lease.** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

**PHA.** Public Housing Agency.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Section 8 housing choice voucher program.

**Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

**Tenant.** The family member (or members) who leases the unit from the owner.

**Voucher program.** The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

This confirms that \_\_\_\_\_ (“Participant”) attended a briefing presented by the Worcester Housing Authority (“WHA”) Leased Housing Program on \_\_\_\_\_ (date). The briefing provided information about the program, including: leasing an apartment, Participant responsibilities, family obligations, communication with the WHA, and important documents (voucher, lease, and contract). Below are some important reminders presented at the briefing.

Participant is to:

1. Provide the WHA with required documentation/information that is accurate and truthful by the deadline date. Provide a 30 or 60 day written notice (30 or 60 days depending on what your lease requires) to WHA and to the your landlord before you vacate the apartment.
2. Be present for all WHA scheduled inspections of your apartment.
3. Take responsibility and pay for any utilities that are your responsibility according to your lease. Use utility allowance checks that you may receive from the WHA to pay for the utilities that you are responsible for.\*
4. Provide WHA with a written notice of any new or increased change in the income of any member of your household within (30) days of the change. Providing notification of a decrease in income is optional and at the request of the Participant.
5. Obtain permission from both WHA and your landlord before allowing others, including partners, new family members, or Foster Children to move in (except in the cases of birth, adoption or court awarded custody).
6. Promptly notify the WHA in writing if any family member no longer lives in the unit.
7. Promptly notify the WHA in writing when the family is away from the unit for more than 30 days.
8. Attend any WHA scheduled required meetings, briefings or hearings.
9. Not engage in criminal activity. Neither the Participant nor household members should engage in drug or criminal activity.
10. Not work out side deals with your landlord.

Participant understands that failure to comply with the required responsibilities and/or rules, may result in termination from the subsidy program, and he/she will be responsible for his/her total rent.

**I/We certify that I/We have read and understand all of the above:**

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Spouse or Co-Head

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of other Household Adult

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of WHA Program Representative

\_\_\_\_\_  
Date

If you believe you have been discriminated against, you may call the Fair Housing and Equal Opportunity National Toll-Free Hot Line @ (800)424-8590.

\* 24 CFR § 982.517(b)(2)(i) Utilities- space heating; air conditioning; cooking; water heating; water; sewer; trash collection (disposal of waste and refuse); other electric; refrigerator (cost of tenant-supplied refrigerator); range (cost of tenant-supplied range); and other specified housing services.

6/24/2019



**SUPPLEMENT TO FAMILY CERTIFICATION FORM**

**APPLICANT(S) /TENANT(S) STATEMENT:**

I/We understand that false statements or information are punishable under Federal and State Law.

I/We understand that I may be terminated from the Leased Housing/ Rental Assistance Program for any of the following reasons:

1. Failure to provide Worcester Housing Authority with any required information by the deadline date.
2. Providing false or inaccurate information to Worcester Housing Authority.
3. Failure to provide a written notice to WHA and my landlord a full (30/60) day notice before I/we vacate the unit.
4. Failure to be present for any scheduled WHA inspections of my unit.
5. Failure to provide WHA with a written notice of any increase change in the income of any member of my household within (10) days of the change. (Decrease of income is optional and at the request of the family.)
6. Failure to obtain permission from both WHA and the property owner before adding new family members except in the cases of (birth, adoption or court awarded custody).
7. Failure to promptly notify the WHA in writing if any family member no longer lives in the unit.
8. Failure to promptly notify the WHA in writing when the family is away from the unit for an extended period of time over (30) days.
9. Failure to attend any WHA scheduled required meetings, briefings or hearings.
10. Any other violation as per State or Federal program regulations.

**I/We certify that I/We have read and understand all of the above**

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**Signature of Head of Household**

**Date**

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**Signature of Spouse (if applicable)**

**Date**

If you believe you have been discriminated against, you may call the Fair Housing and Equal Opportunity National Toll-Free Hot line @ (800) 424-8590.

Leased Housing Department • 40 Belmont Street • Worcester, MA 01605  
(508) 635-3000 • TDD (508) 798-4530 • Fax (508) 635-3191

*The Worcester Housing Authority provides reasonable accommodations to people with disabilities*

# Request for Tenancy Approval

Housing Choice Voucher Program

U.S Department of Housing and  
Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
9. Structure Type <input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____		
11. Utilities and Appliances The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.					
Item	Specify fuel type				Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other				
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Other				
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other				
Other Electric					
Water					
Sewer					
Trash Collection					
Air Conditioning					
Other (specify)					
Refrigerator					Provided by
Range/Microwave					



## 12. Owner's Certifications

- a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

- b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

- c. Check one of the following:

- ☐ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- ☐ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.
- ☐ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

SAMPLE

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)



# Worcester Housing Authority

*INSTRUCTIONS FOR COMPLETING THE  
REQUEST FOR TENANCY APPROVAL FORM  
FOR BOTH OWNER AND FAMILY*

1. Name of Public Agency is the Worcester Housing Authority.
2. Address of rental unit: If unit is in a multiple unit dwelling with unnumbered apartments, include unit location. (basement, end floor, rear, left, etc.)
3. Requested Beginning Date of Lease: This is the date the unit will be ready to be occupied, pending a passed inspection and the availability of tenant to take occupancy in accordance with their current lease and the policies of the WHA.
4. Number of Bedrooms: Specify the total number of rooms in the unit as defined by federal Housing Quality Standards (HQS) or, MA State Sanitary Code. (WHA applies the stricter requirements.)
5. Year Constructed Not the year rehabilitated.): This must be filled in. Approximations are acceptable prior to 1978.
6. Proposed Rent: The rent the owner is requesting subject to WHA's approval.
7. Security Deposit: The amount the landlord is charging the tenant for a security deposit. Must be in accordance with State Laws.
8. Date unit available for inspection: VERY IMPORATANT! This is the date the unit is move-in ready. The unit should be vacant, utilities must be on, and the unit is free of known repairs and construction. Inspection will not take place if the unit is in disrepair.
9. Type of House/Apartment: Landlord to specify.
10. Landlord check's off only if applicable.
11. Utilities and Appliances: The information is used to determine rent reasonableness, tenant affordability and tenant rent share.
  - Please note: In the State of Massachusetts, the actual heating appliance must be provided and maintained by the owner, and the Water and Sewer must be provided by the owner unless proof of a separate meter is produced.
12. Owner's Certification: Read and complete as instructed. (12a, 12b & 12c)

13. Owner's responsibility for the screening process.
14. The owner and tenant must execute a lease that must include the HUD tenancy addendum word-for-word and comply with WHA policy.

Please note:

- The initial term of lease must be for a minimum of twelve months.
  - The effective start date of the lease cannot be started prior to a passed HQS inspection. It must run concurrent with the term of the Housing Assistance Payment (HAP) contract
  - The WHA's standard practice is to accept leases that start on the first or the sixteenth of the month. However, any date after a passed initial HQS inspection is acceptable. The initial inspection cannot be older than 60 days.
  - (If the lease starts on the 16<sup>th</sup>, the initial term must be for twelve and a half months. e.g. 12/16/16 to 12/31/17).
  - We will not accept leases that are signed and dated after the initial start date.
15. Most Inspections will be scheduled within 15 days of the receipt of a completed Request for Tenancy Approval if the unit is ready for inspection. Please see item number #8.

Name, address and telephone numbers of landlord's must be completed in full. Business Address may be substituted with home address, if appropriate.

Tenant must complete their section completely.

#### ADDITIONAL INFORMATION:

- Owner must submit and attach with the Request for Tenancy Approval, Certificate of Lead Compliance if there is a family member under the age of six. The 'Letter of Compliance' must be dated within the past 10 years.
- Owner must sign and attach a copy of the Massachusetts "Tenant Certification Form" (Form #CLPPP95-17) signed by the tenant and owner. (Owner's disclosure of lead based paint hazards). This is a State requirement regardless of the ages of the tenants.
- Owner must be prepared to submit an executed lease with the required verbiage (HUD's Tenancy Addendum).
- Owner will be required to complete and sign a W-9 Form.

## **WORCESTER HOUSING AUTHORITY**

### **Section 8 Housing Choice Voucher Program**

#### **INFORMATION TO OWNERS**

24 CFR 982.307(b), 982.54(d)(7)]

In accordance with HUD requirements, at the owner's request, the PHA will furnish prospective owners with the family's current address as shown in the PHA's records and, if known to the PHA, the name and address of the landlord at the family's current and prior address.

The PHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The PHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

A statement of the PHA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.



## Notice to Landlords

Effective October 20, 2016:

For all households with children under the age of 6 years, the Request for Tenancy Approval (RFTA) must have a Lead-based Paint '**Letter of Compliance**' attached to the RFTA, that is dated within the past (10) ten years.

The WHA will accept an older letter with the RFTA with the precondition that a new letter will be submitted prior to the execution of the HAP Contract. HAP Contracts must be executed within 60 days of the Lease/Contract date. If not received within this timeframe, then the HAP Contract is voided, and the family must look for appropriate housing.

*The Worcester Housing Authority provides reasonable accommodations to people with disabilities*

40 Belmont Street • Worcester, MA 01605 • (508) 635-3000 • TDD (508) 798-4530 • Fax (508) 635-3186



**Worcester**  
**Housing Authority**

For Legal Assistance, you may contact:  
Para asistencia legal llame al:

Community Legal Aid

At (508) 752-3718 or 1-800-649-3718

.....

**Central Massachusetts Housing Alliance**

6 Institute Road  
Worcester, MA 01609

(508) 752-5519

Fax (508) 752-5009

# Are You a Victim of Housing Discrimination?

Fair Housing is Your Right!

If you have been denied your housing rights...you may have experienced unlawful discrimination.



U.S. Department of Housing and Urban Development

## WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

For Connecticut, Maine, Massachusetts,  
New Hampshire, Rhode Island, and Vermont:  
**NEW ENGLAND OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Thomas P. O'Neill, Jr. Federal Building  
10 Causeway Street, Room 321  
Boston, MA 02222-1092  
Telephone (617) 994-8320 or 1-800-827-5005  
Fax (617) 565-7313 • TTY (617) 565-5453  
E-mail: [Complaints\\_office\\_01@hud.gov](mailto:Complaints_office_01@hud.gov)

For New Jersey and New York:  
**NEW YORK/NEW JERSEY OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
26 Federal Plaza, Room 3532  
New York, NY 10278-0068  
Telephone (212) 264-1290 or 1-800-496-4294  
Fax (212) 264-9829 • TTY (212) 264-0927  
E-mail: [Complaints\\_office\\_02@hud.gov](mailto:Complaints_office_02@hud.gov)

For Delaware, District of Columbia, Maryland,  
Pennsylvania, Virginia, and West Virginia:  
**MID-ATLANTIC OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
The Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107  
Telephone (215) 656-0663 or 1-888-799-2085  
Fax (215) 656-3419 • TTY (215) 656-3450  
E-mail: [Complaints\\_office\\_03@hud.gov](mailto:Complaints_office_03@hud.gov)

For Alabama, the Caribbean, Florida, Georgia, Kentucky, Missis-  
sippi, North Carolina, South Carolina, and Tennessee:  
**SOUTHEAST/CARIBBEAN OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Five Points Plaza  
40 Marietta Street, 16th Floor  
Atlanta, GA 30303-2808  
Telephone (404) 331-5140 or 1-800-440-8091  
Fax (404) 331-1021 • TTY (404) 730-2654  
E-mail: [Complaints\\_office\\_04@hud.gov](mailto:Complaints_office_04@hud.gov)

For Illinois, Indiana, Michigan, Minnesota,  
Ohio, and Wisconsin:  
**MIDWEST OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Ralph H. Metcalfe Federal Building  
77 West Jackson Boulevard, Room 2101  
Chicago, IL 60604-3507  
Telephone (312) 353-7776 or 1-800-765-9372  
Fax (312) 886-2837 • TTY (312) 353-7143  
E-mail: [Complaints\\_office\\_05@hud.gov](mailto:Complaints_office_05@hud.gov)

For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:  
**SOUTHWEST OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
801 North Cherry, 27th Floor  
Fort Worth, TX 76102  
Telephone (817) 978-5900 or 1-888-560-8913  
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595  
E-mail: [Complaints\\_office\\_06@hud.gov](mailto:Complaints_office_06@hud.gov)

For Iowa, Kansas, Missouri and Nebraska:  
**GREAT PLAINS OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Gateway Tower II  
400 State Avenue, Room 200, 4th Floor  
Kansas City, KS 66101-2406  
Telephone (913) 551-6958 or 1-800-743-5323  
Fax (913) 551-6856 • TTY (913) 551-6972  
E-mail: [Complaints\\_office\\_07@hud.gov](mailto:Complaints_office_07@hud.gov)

For Colorado, Montana, North Dakota, South Dakota,  
Utah, and Wyoming:  
**ROCKY MOUNTAINS OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
1670 Broadway  
Denver, CO 80202-4801  
Telephone (303) 672-5437 or 1-800-877-7353  
Fax (303) 672-5026 • TTY (303) 672-5248  
E-mail: [Complaints\\_office\\_08@hud.gov](mailto:Complaints_office_08@hud.gov)

For Arizona, California, Hawaii, and Nevada:  
**PACIFIC/HAWAII OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
600 Harrison Street, Third Floor  
San Francisco, CA 94107-1300  
Telephone (415) 489-6524 or 1-800-347-3739  
Fax (415) 489-6558 • TTY (415) 436-6594  
E-mail: [Complaints\\_office\\_09@hud.gov](mailto:Complaints_office_09@hud.gov)

For Alaska, Idaho, Oregon, and Washington:  
**NORTHWEST/ALASKA OFFICE**  
Fair Housing Hub  
U.S. Dept. of Housing and Urban Development  
Seattle Federal Office Building  
909 First Avenue, Room 205  
Seattle, WA 98104-1000  
Telephone (206) 220-5170 or 1-800-877-0246  
Fax (206) 220-5447 • TTY (206) 220-5185  
E-mail: [Complaints\\_office\\_10@hud.gov](mailto:Complaints_office_10@hud.gov)

*If after contacting the local office nearest you, you still have ques-  
tions – you may contact HUD further at:*

U.S. Dept. of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
451 7th Street, S.W., Room 5204  
Washington, DC 20410-2000  
Telephone (202) 708-0836 or 1-800-669-9777  
Fax (202) 708-1425 • TTY 1-800-927-9275

To file electronically, visit: [www.hud.gov](http://www.hud.gov)



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POSTAGE  
HERE

MAIL TO:

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Public Reporting Burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The Department of Housing and Urban Development is authorized to collect this information by Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430); Title VI of the Civil Rights Act of 1964, (P.L. 88-352); Section 504 of the Rehabilitation Act of 1973, as amended, (P.L. 93-112); Section 109 of Title I- Housing and Community Development Act of 1974, as amended, (P.L. 97-35); Americans with Disabilities Act of 1990, (P.L. 101-336); and by the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6103).

The information will be used to investigate and to process housing discrimination complaints. The information may be disclosed to the United States Department of Justice for its use in the filing of pattern and practice suits of housing discrimination or the prosecution of the person(s) who committed that discrimination where violence is involved; and to State or local fair housing agencies that administer substantially equivalent fair housing laws for complaint processing. Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

Disclosure of this information is voluntary.



# HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano    Oficina de Derecho Equitativo a la Vivienda  
U.S. Department of Housing and Urban Development    Office of Fair Housing and Equal Opportunity

**Instructions:** (Please type or print) Read this form carefully. Try to answer all questions. If you do not know the answer or a question does not apply to you, leave the space blank. You have one year from the date of the alleged discrimination to file a complaint. Your form should be signed and dated.

Your Name

Your Address

City

State

Zip Code

Best time to call

Your Daytime Phone No

Evening Phone No

Who else can we call if we cannot reach you?

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

Contact's Name

Best Time to call

Daytime Phone No

Evening Phone No

**1** What happened to you?

How were you discriminated against?

For example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing?

State briefly what happened.

# HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano    Oficina de Derecho Equitativo a la Vivienda  
U.S. Department of Housing and Urban Development    Office of Fair Housing and Equal Opportunity

## 2 Why do you think you are a victim of housing discrimination?

Is it because of your:

• race • color • religion • sex • national origin • familial status (families with children under 18) • disability?

For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children?

Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

## 3 Who do you believe discriminated against you?

For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization?

Identify who you believe discriminated against you.

Name

Address

## 4 Where did the alleged act of discrimination occur?

For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home?

Did it occur at a bank or other lending institution?

Provide the address.

Address

City

State

Zip Code

## 5 When did the last act of discrimination occur?

Enter the date

\_\_\_\_/\_\_\_\_/\_\_\_\_

Is the alleged discrimination continuing or ongoing?

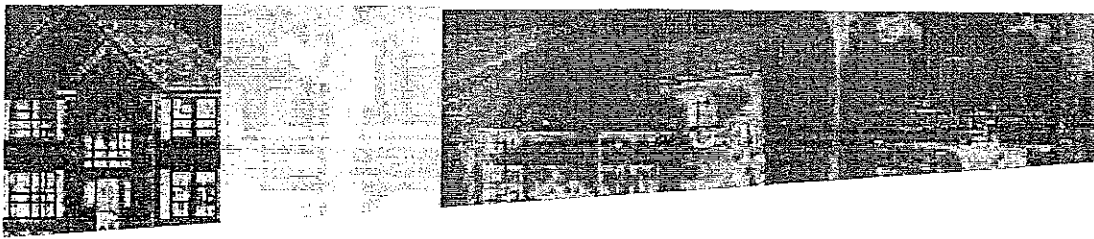
Yes No

☐☐

Signature

Date

Send this form to HUD or to the fair housing agency nearest you. If you are unable to complete this form, you may call that office directly. See address and telephone listings on back page.



## It is Unlawful to Discriminate in Housing Based on These Factors...

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Handicap (if you or someone close to you has a disability)

## If You Believe Your Rights Have Been Violated...

- HUD or a State or local fair housing agency is ready to help you file a complaint.
- After your information is received, HUD or a State or local fair housing agency will contact you to discuss the concerns you raise.

Detach here. Fold and close with glue or tape (no staples)

Keep this information for your records.

Date you mailed your information to HUD: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Address to which you sent the information:

Office \_\_\_\_\_ Telephone \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

If you have not heard from HUD or a State or local fair housing agency within three weeks from the date you mailed this form, you may call to inquire about the status of your complaint. See address and telephone listings on back page.

## ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

"The American Dream of having a safe and decent place to call 'home' reflects our shared belief that in this nation, opportunity and success are within everyone's reach.

Under our Fair Housing laws, every citizen is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability."

Alphonso Jackson  
Secretary

## HOW DO YOU RECOGNIZE HOUSING DISCRIMINATION?

Under the Fair Housing Act, it is Against the Law to:

- Refuse to rent to you or sell you housing
- Tell you housing is unavailable when in fact it is available
- Show you apartments or homes only in certain neighborhoods
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Advertise housing to preferred groups of people only
- Refuse to provide you with information regarding mortgage loans, deny you a mortgage loan, or impose different terms or conditions on a mortgage loan
- Deny you property insurance
- Conduct property appraisals in a discriminatory manner
- Refuse to make reasonable accommodations for persons with a disability if the accommodation may be necessary to afford such person a reasonable and equal opportunity to use and enjoy a dwelling.
- Fail to design and construct housing in an accessible manner
- Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights

## Overview of Federal and State Anti-Discrimination Laws

What Is the Discrimination Based On	What Housing Is Not Covered by the Law*	What Law Says It's Illegal	Where Can You File a Complaint
Race	This law applies to all properties.	Federal: 42 U.S.C. §§1981, 1982	Court
Race Color National Origin Sex Religion	Federal Law: Owner-occupied buildings with 4 units or fewer.  State Law: Owner-occupied buildings with 2 units or fewer.	Federal: Title VIII, 42 U.S.C. §3604 State: M.G.L. c. 151B, §4(7)	HUD, MCAD, or Court
Familial Status <i>Includes families with children and pregnant women and discrimination because of lead paint</i>	Federal and State Law: Same as box above, plus: Elderly housing. 3-family buildings where one unit is occupied by an elderly or infirm person for whom children would be a hardship. The temporary renting of one's primary residence.	Federal: Title VIII, 42 U.S.C. §3604 State: M.G.L. c. 151B, §4(11)	HUD, MCAD, or Court
Physical or Mental Disability	Federal Law: Owner-occupied buildings with 4 units or fewer.	Federal: Title VIII, 42 U.S.C. §3604	HUD, Court
	Federal Law: All housing not receiving federal money.	Federal: 29 U.S.C. §794	HUD, Court
	State Law: Owner-occupied buildings with 2 units or fewer.	State: M.G.L. c. 151B, 4(7A)	MCAD, State Court
Marital Status, Sexual Orientation, Age ( <i>except minors</i> ), Ancestry, Veteran Status or Membership in Armed Services	State Law: 2-unit owner-occupied buildings.	State Only M.G.L. c. 151B, §4(7)	MCAD, State Court
Public Assistance or Housing Subsidies	State Law: This law applies to all properties.	State Only M.G.L. c. 151B, §4(10)	MCAD, State Court

\* What housing is *except* (not covered) by the laws is complicated. For example, properties that are listed as exempt under some laws may be covered by other laws.

## APARTMENT LISTINGS

You will receive listing apartments that will be suitable for your Voucher size, individually.

The apartment listings are updated on a regular basis. You may come in for additional listings, or may go to the following website:

**[www.GoSection8.com](http://www.GoSection8.com)**

Enter: Worcester, MA in the space provided and then click 'Search Rentals'

Scroll the listings, and if you see a listing you are interested in, click on 'More Details'

If you are still interested in the property and want to get in touch with the owner, click on 'View Phone Number'.

NOTICE TO FAMILIES THAT INCLUDES  
A DISABLED PERSON

Please be advised that if your family includes a disabled person, you may request a current listing of accessible units known to the Worcester Housing Authority that may be available.

Please ask a Program Representative if there are any known listings made available to us.

Some apartment complexes throughout Worcester may be more inclined to have accessible units.



## Family Obligations

### Denial and Termination of Assistance

- A. Purpose. This section states the obligations of a participant family under the program.
- B. Supplying required information...
- (1) The family must supply any information that the PHA or HUD determines necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 5). "Information" includes any requested certification, release or other documentation.
  - (2) The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or intrim reexamination of the family income and composition in accordance with HUD requirements.
  - (3) The family must disclose and verify social security numbers (as provided by part 5, subpart B, of this title) and must sign and submit consent for obtaining information in accordance with part 5, subpart B, of this title.
  - (4) Any information supplied by the family must be true and complete.
- C. HQS breach caused by the family. The family is responsible for an HQS breach caused by the family as described in Sec. 982.404 (b).
- D. Allowing PHA inspection. The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.
- E. Violations of lease. The family may not commit any serious or repeated violation of the lease.
- F. Family notice of move or lease termination. The family must notify the PHA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner. See Sec. 982.314 (d).
- G. Owner eviction notice. The family must promptly give the PHA a copy of any owner eviction notice.
- H. Use and occupancy of unit:
- (1) The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
  - (2) The composition of the assisted family residing in the unit must be approved by the WHA. The family must promptly inform the WHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit. No other person (i.e., nobody but members of the assisted family) may reside in the unit (except for a foster child or live-in aide as provided in paragraph (h)(4) of this section).
  - (3) The family must promptly notify the PHA if any family member no longer resides in the unit.
  - (4) If the PHA has given approval, a foster child or a live-in-aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residence by foster child or a live-in-aide, and defining when PHA consent may be given or denied.
  - (5) Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
  - (6) The family must not sublease or let the unit.
  - (7) The family must not assign the lease or transfer the unit.

- I. Absence from unit. The family must supply any information or certification requested by the WHA to verify that the family is living in the unit, or relating to family absence from the unit,
- J. including any PHA-requested information or certification on the purposes of family absences. The family must cooperate with the WHA for this purpose. The family must promptly notify the WHA of absence from the unit.
- K. Interest in unit. The family must not own or have any interest in the unit.
- L. Fraud and other program violation. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
- M. Crime by household members. The members of the household may not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises (see Sec. CFR 982.553).
- N. Alcohol abuse by household members. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
- O. Other housing assistance. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

## **WHA Terminations and Hearings**

### **Procedure for Terminating Assistance**

If the WHA is considering proposing the termination of assistance, the WHA may request a meeting with the participant to discuss their continued participation in the program. The WHA may also move to propose the termination of assistance without a meeting with the participant.

If the WHA is proposing termination of housing assistance, a notice of proposed termination will be sent by mail to the participant. The notice will contain a brief statement of the reason for proposed termination. This notice also informs the participant of their right to request an Informal Hearing if they disagree with the decision. The notice contains the effective date of proposed termination. At the same time this notice is sent, the WHA sends notice to the owner of WHA's intent to terminate the HAP Contract.

To request an Informal Hearing, the participant must send a written request for an Informal Hearing within ten (10) days of the notice of proposed termination. If no request for an Informal Hearing is received by the WHA within fifteen (15) days of the notice of proposed termination, the WHA shall terminate assistance for the participant on the effective date contained in the notice of proposed termination.

If the participant submits a timely written request for an Informal Hearing, a Hearing will be scheduled and written notice of the Hearing will be sent to the participant. The notice of Informal Hearing also explains the participant's rights to examine the file, obtain counsel, and bring witnesses.

### **INFORMAL HEARINGS**

#### **When a Hearing is Required**

The WHA must give a participant family an opportunity for an Informal Hearing to consider whether the following WHA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and WHA policies:

- a.A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment;
- b.A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule;
- c.A determination of the family unit size under the WHA subsidy standards;
- d.A determination to terminate assistance for a participant family because of the family's action or failure to act;
- e.A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under WHA policy and HUD rules.

#### **When a Hearing is not Required**

The WHA is not required to provide a participant family an opportunity for an Informal Hearing for any of the following:

- a. Discretionary administrative determinations by the WHA;
- b. General policy issues or class grievances;
- c. Establishment of the WHA schedule of utility allowances for families in the program;
- d. A WHA determination not to approve an extension of the voucher term;
- e. A WHA determination not to approve a unit or tenancy;
- f. A WHA determination that an assisted unit is not in compliance with HQS. (However, the WHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in 24 C.F.R. § 982.551(c).);
- g. A WHA determination that the unit is not in accordance with HQS because of the family size;
- h. A determination by the WHA to exercise or not to exercise any right or remedy against the owner under a HAP contract.

### **Informal Hearing Procedures**

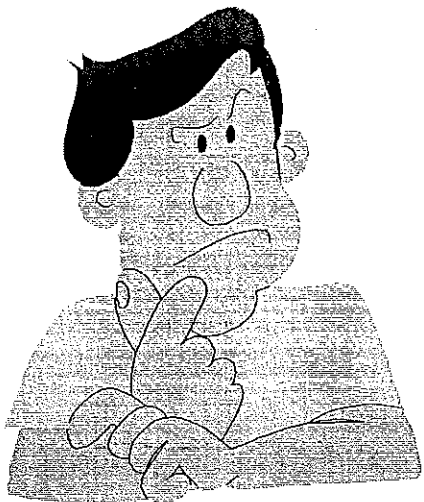
The WHA will hold Informal Hearings and issue decisions promptly. Informal Hearings shall be conducted by any person or persons designated by the WHA, other than a person who made or approved the decision under review or a subordinate of this person.

Prior to the Informal Hearing, the family shall be given the opportunity to examine any documents that are directly relevant to the hearing. Photocopies of such documents shall be made upon request at the expense of the family. If the WHA does not make a document available for examination on request of the family, the WHA may not rely on the document at the Hearing. The WHA may request the opportunity to examine at WHA offices, prior the Hearing, any family documents that are directly relevant to the Hearing. If the family does not make such a document available upon request by the WHA, the family may not rely on the document at the Hearing.

At its own expense, the family may be represented by a lawyer or other representative.

The WHA and the family shall be given the opportunity to present evidence and question witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The person who conducts the Hearing shall issue a written decision, stating briefly the reasons for the decision. Factual determination relating to the individual circumstances of the family shall be based on the preponderance of the evidence presented at the Hearing. The written decision shall be mailed to the family at the last known address for the family on record with the WHA.



# APPLYING FOR HUD HOUSING ASSISTANCE?

**THINK ABOUT THIS...  
IS FRAUD WORTH IT?**

## Do You Realize...

If you commit fraud to obtain assisted housing from HUD, you could be:

- Evicted from your apartment or house.
- Required to repay all overpaid rental assistance you received.
- Fined up to \$10,000.
- Imprisoned for up to five years.
- Prohibited from receiving future assistance.
- Subject to State and local government penalties.

## Do You Know...

You are committing fraud if you sign a form knowing that you provided false or misleading information.

The information you provide on housing assistance application and recertification forms will be checked. The local housing agency, HUD, or the Office of Inspector General will check the income and asset information you provide with other Federal, State, or local governments and with private agencies. Certifying false information is fraud.

## So Be Careful!

When you fill out your application and yearly recertification for assisted housing from HUD make sure your answers to the questions are accurate and honest. You must include:

All sources of income and changes in income you or any members of your household receive, such as wages, welfare payments, social security and veterans' benefits, pensions, retirement, etc.

Any money you receive on behalf of your children, such as child support, AFDC payments, social security for children, etc.

Any increase in income, such as wages from a new job or an expected pay raise or bonus.

All assets, such as bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by you or any member of your household.

All income from assets, such as interest from savings and checking accounts, stock dividends, etc.

Any business or asset (your home) that you sold in the last two years at less than full value.

The names of everyone, adults or children, relatives and non-relatives, who are living with you and make up your household.

(Important Notice for Hurricane Katrina and Hurricane Rita Evacuees: HUD's reporting requirements may be temporarily waived or suspended because of your circumstances. Contact the local housing agency before you complete the housing assistance application.)

## Ask Questions

If you don't understand something on the application or recertification forms, always ask questions. It's better to be safe than sorry.

## Watch Out for Housing Assistance Scams!

- Don't pay money to have someone fill out housing assistance application and recertification forms for you.
- Don't pay money to move up on a waiting list.
- Don't pay for anything that is not covered by your lease.
- Get a receipt for any money you pay.
- Get a written explanation if you are required to pay for anything other than rent (maintenance or utility charges).

## Report Fraud

If you know of anyone who provided false information on a HUD housing assistance application or recertification or if anyone tells you to provide false information, report that person to the HUD Office of Inspector General Hotline. You can call the Hotline toll-free Monday through Friday, from 10:00 a.m. to 4:30 p.m., Eastern Time, at 1-800-347-3735. You can fax information to (202) 708-4829 or e-mail it to [Hotline@hudoig.gov](mailto:Hotline@hudoig.gov). You can write the Hotline at:



HUD OIG Hotline, GFI  
451 7<sup>th</sup> Street, SW  
Washington, DC 20410



# **¿ESTÁ SOLICITANDO ASISTENCIA DE HUD PARA SU VIVIENDA?**

**PIENSE EN ESTO...**

**¿VALE LA PENA COMETER  
FRAUDE?**

**Se da usted cuenta....**

De que si comete fraude para obtener asistencia para su vivienda por HUD, podrían:

- Desahuciarle de su apartamento o casa.
- Exigirle que reembolse toda la asistencia que le pagaron de más para su alquiler.
- Multarle hasta \$10,000.
- Enviarle a prisión hasta por cinco años
- Prohibirle recibir más asistencia en el futuro.
- Imponerle sanciones del gobierno estatal y local

**¿Sabe usted...**

**Que está cometiendo un fraude si firma una planilla a sabiendas de que está dando información falsa o engañosa?**

La información que usted proporciona en las planillas de solicitud y re-certificación de asistencia con la vivienda será verificada. La agencia de vivienda local, HUD o la Oficina del Inspector General, verificarán la información sobre ingresos y bienes que usted proporcione, con otros organismos del gobierno federal, estatal y local, así como con agencias privadas. Es un fraude certificar información falsa.

**¡De modo que tenga cuidado!**

Cuando usted llena su solicitud y re-certificación anual para recibir asistencia para su vivienda por HUD, asegúrese que sus respuestas a las preguntas sean exactas y honestas. Usted tiene que incluir:

Todas las fuentes de ingresos y cambios en los ingresos recibidos por usted o cualquier miembro de su familia, tales como sueldos, pagos de Bienestar Social, seguro social y beneficios de veteranos, pensiones, jubilación, etc.

Todo el dinero que usted reciba en nombre de sus hijos, como el destinado al mantenimiento de hijos, pagos de AFDC, seguro social para niños, etc.

Cualquier aumento en el ingreso, como sueldos de un nuevo trabajo o un aumento de sueldo o bonificación esperados.

Todos los bienes, como cuentas bancarias, bonos de ahorro, certificados de depósito, acciones, propiedades inmobiliarias, etc., de usted o de cualquier miembro de su familia.

Todo ingreso procedente de bienes, como intereses de cuentas de ahorros y cuentas corrientes, dividendos de acciones, etc.

Cualquier negocio o bienes (como su casa) que haya vendido en los dos últimos años a un precio inferior a su valor total.

Los nombres de todas las personas, adultas o niños, parientes o no parientes, que estén viviendo con usted y que componen su familia.

**(Aviso importante para los evacuados como resultado de los huracanes Katrina y Rita:**  
Los requisitos de HUD en cuanto a la notificación pueden ignorarse o suspenderse temporalmente debido a sus circunstancias. Contacte la agencia local de vivienda antes de llenar la solicitud de asistencia para vivienda).

## Haga preguntas

Si no entiende algo en la solicitud o planilla de recertificación, pregunte siempre. Es mejor estar seguro que lamentarse.

## ¡Cúidese de las trampas con la asistencia para vivienda!

- No le pague dinero a nadie por llenarle sus planillas de solicitud de asistencia y recertificación para vivienda.
- No pague dinero para que le avancen su lugar en una lista de espera.
- No pague por nada que no esté incluido en su contrato de arriendo.
- Pida un recibo por cualquier dinero que pague.
- Pida una explicación por escrito si le exigen pagar por algo que no sea el alquiler (cargos de mantenimiento o de servicios públicos).

## Denuncie el fraude

Si usted sabe de alguien que haya proporcionado información falsa en una solicitud de asistencia o re-certificación para vivienda de HUD, o si alguien le dice que le dé información falsa, denuncie a esa persona a la línea directa de la Oficina del Inspector General de HUD. Usted puede llamar a la línea directa de lunes a viernes, entre 10:00 a.m. y 4:30 p.m., hora del Este, al 1-800-347-37353. También puede enviar la información por fax al (202) 708-4829 o por correo electrónico a: [Hotline@hudoig.gov](mailto:Hotline@hudoig.gov). Usted puede escribir a la línea directa a:



HUD OIG Hotline, GFI  
451 7<sup>th</sup> Street, SW  
Washington, DC 20410



**WORCESTER HOUSING AUTHORITY**

**Notice of Occupancy Rights under the Violence Against Women Act<sup>1</sup>**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **Federal Public Housing or Section 8 Rental Assistance Program** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

**Protections for Applicants**

If you otherwise qualify for assistance under **Federal Public Housing or Section 8 Rental Assistance Program**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

If you are receiving assistance under **Federal Public Housing or Section 8 Rental Assistance Program**, you may not be denied assistance, terminated from participation, or be evicted from

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<sup>1</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>2</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.

your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **Federal Public Housing or Section 8 Rental Assistance Program** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

#### **Removing the Abuser or Perpetrator from the Household**

Worcester Housing Authority (“WHA”) may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If WHA chooses to remove the abuser or perpetrator, WHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, WHA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, WHA must follow Federal, State, and local eviction procedures. In order to divide a lease, WHA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, WHA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, WHA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

WHA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

WHA's emergency transfer plan provides further information on emergency transfers, and WHA must make a copy of its emergency transfer plan available to you if you ask to see it.

**Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

WHA can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from WHA must be in writing, and WHA must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. WHA may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to WHA as documentation. It is your choice which of the following to submit if WHA asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by WHA with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that WHA has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, WHA does not have to provide you with the protections contained in this notice.

If WHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), WHA has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, WHA does not have to provide you with the protections contained in this notice.

### **Confidentiality**

WHA must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

WHA must not allow any individual administering assistance or other services on behalf of WHA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

WHA must not enter your information into any shared database or disclose your information to any other entity or individual. WHA, however, may disclose the information provided if:

- You give written permission to WHA to release the information on a time limited basis.
- WHA needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires WHA or your landlord to release the information.

VAWA does not limit WHA's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

### **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, WHA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if WHA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If WHA can demonstrate the above, WHA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to

additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

### **Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with HUD's Boston Regional Office at 617-994-2520.

### **For Additional Information**

You may view a copy of HUD's final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.

Additionally, WHA must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact WHA for assistance at 508-635-3000.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact Daybreak at 508-755-9030 or W.I.N Program at 508-799-8610.

For tenants 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>.

For help regarding sexual assault, you may contact Pathways for Change (Formerly Rape Crisis Center of Central Mass.) at Hotline: 800-870-5905, Office: 508-852-7600, TTY: 888-887-7130.

Victims of stalking seeking help may contact Victims Connect at 855-484-2846.

**Attachment:** Certification form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation



**CERTIFICATION OF U.S. Department of Housing and Urban Development**  
**DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING,**  
**AND ALTERNATE DOCUMENTATION**

OMB Approval No. 2577-0286

Exp.06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_
2. Name of victim: \_\_\_\_\_
3. Your name (if different from victim's): \_\_\_\_\_
4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_
5. Residence of victim: \_\_\_\_\_
6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_  
\_\_\_\_\_
7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_
8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_  
\_\_\_\_\_
10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

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This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

## **IMPORTANT NOTICE !**

### **Unauthorized Use of Your Apartment Will Result In Loss of Your Voucher**

#### **Section 8 Guest Policy**

Most of our residents follow the rules and use their housing voucher in accordance with the rules. Those who violate the rules:

1. May lose their housing voucher
2. Will be civilly liable for any additional charges
3. Could face criminal prosecution for fraud

To avoid any problems, please be certain that you follow these rules.

- The family must use the apartment for residence by the family. The apartment must be the family's only residence.
- The Worcester Housing Authority must approve the members of the family residing in the apartment. The family must promptly inform the WHA of the birth, adoption or court-awarded custody of a child. The family must request WHA approval to add any other family member as an occupant of the unit.
- If a member of the family, on the lease, is leaving the apartment for an extended period, the head of household must notify the Worcester Housing Authority.
- No guest may stay overnight for more than a total of twenty-one (21) nights, or, twenty-one (21) days (if the guest sleeps in the unit during the day), in any twelve (12) month period.
- Any guest that stays longer than the time indicated, will be considered an unauthorized occupant, and the family will be subject to termination.

***Please help us by following these simple rules!***

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Signature

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Date

## **AVISO IMPORTANTE!**

### **EL USO NO AUTORIZADO DE SU RESIDENCIA RESULTARA EN LA PERDIDA DE SU VOUCHER**

#### **POLITICA DE HUESPEDES DEL PROGRAMA DE SECCION 8**

La mayoría de nuestros residentes siguen las reglas y usan su Sección 8 de acuerdo a los reglamentos del programa. Aquellos que violen las reglas:

1. Pueden perder su voucher de asistencia de Sección 8
2. Serán civilmente responsables por cargos adicionales
3. Podrían enfrentar proceso criminal por fraude

Para evitar cualquiera de estos problemas, asegúrese seguir las siguientes reglas:

- La familia debe de usar su unidad para la residencia de su familia. La unidad debe ser la residencia única y principal.
- Worcester Housing Authority debe aprobar los miembros de su familia residiendo en su unidad. La familia debe informar inmediatamente al WHA del nacimiento, adopción o la custodia concedida por corte de un niño. La familia debe solicitar la aprobación de WHA para añadir a cualquier otro miembro de la familia como inquilino de la unidad.
- Si algún miembro de la familia en el contrato se va por un periodo extendido de tiempo, la cabeza de la familia tiene que notificarlo al WHA.
- Ningún huésped puede permanecer durante la noche más de 21 noches en cualquier mes o 21 días (si el huésped duerme en la unidad durante el día), en un periodo de 12 meses.
- Cualquier huésped que permanece en la unidad más del tiempo indicado será considerado un ocupante ilegal de la unidad y la familia será sujeto a terminación del programa de Sección 8.

***POR FAVOR AYUDENOS SIGUIENDO ESTAS SIMPLES REGLAS!***

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Firma

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Fecha

## **INTERIM REEXAMINATION and UNREPORTED INCOME**

An interim recertification occurs when there are certain changes to a family's income or other circumstances between annual re-certifications. Depending on the change, the interim recertification may be a mandatory interim change or may be an optional interim change.

### **Mandatory Interim Reexamination**

The following changes in a family's circumstances require an interim recertification. The family must report the following changes to the WHA within thirty (30) days of the change:

- a. A family has an income increase from any source;
- b. A household member has been added to the family (this includes when a household member has been added through birth, adoption, court ordered custody, marriage, or an approved addition to the lease); or
- c. A household member is leaving or has left the household.

Failure to report such changes to the WHA may result in subsidy termination. Changes to household income shall be verified by the WHA utilizing third-party verifications including HUD's EIV system and direct verification with employers.

If the family is adding a household member through birth, adoption, court ordered custody, or marriage, the family must provide the WHA with government-issued verification or court order.

If a family is adding an adult member to the family/household composition, the family must follow the WHA Addition to Lease (ATL) process. The family must first supply a letter from the landlord approving the addition to the family/household composition. The family must then complete the ATL packet and provide all necessary documentation and verification. The new family/household member(s) must then be screened for eligibility. Once the member(s) is determined eligible, the WHA will add the new member to the family/household composition. The family will be notified by mail once the process is complete. Prior to such notification, the new member must not occupy the subsidized unit in violation of the WHA guest policy (more than 21 days per year).

If the family is removing a household member, the family must complete the Tenant's Application to Remove a Household Member. Together with this form, the family must submit a new lease, electric bill, phone bill, government issued identification, or other documentation (as approved by the WHA) to remove the household member.

If a family's rent share is increased based upon the interim recertification, the effective date of the increase is the first of the month following a minimum thirty (30) day notice to the family. If a family's rent share is decreased based upon an interim recertification, the effective date of the decreased rent share is the first of the month following when the WHA became aware of the change.

### **Optional Interim Reexamination**

If a family's income decreases between annual re-certifications, the WHA will, upon written request from the family, conduct an interim reexamination. The effective date of any decrease in the family's rent share is the first of the month following the change. The WHA will retroactively decrease the family rent share for the first of the month following the actual household decrease.

### **Unreported Change of Income and/or Family Composition**

During a reexamination, the WHA may become aware of an income or household composition change that was not previously reported to the WHA. In such cases, the WHA may make a determination that there has been an overpayment of HAP. The family may be required to enter into a repayment agreement for the over-paid HAP. The discovery of unreported changes of an income or household composition may also result in subsidy termination.



## U.S. Department of Housing and Urban Development

### Office of Public and Indian Housing

## DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

**Paperwork Reduction Notice:** Public reporting burden for this collection of information is estimated to average 7 minutes per response. This includes the time for respondents to read the document and certify, and any recordkeeping burden. This information will be used in the processing of a tenancy. Response to this request for information is required to receive benefits. The agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The OMB Number is 2577-0266, and expires 10/31/2019.

### NOTICE TO APPLICANTS AND PARTICIPANTS OF THE FOLLOWING HUD RENTAL ASSISTANCE PROGRAMS:

- Public Housing (24 CFR 960)
- Section 8 Housing Choice Voucher, including the Disaster Housing Assistance Program (24 CFR 982)
- Section 8 Moderate Rehabilitation (24 CFR 882)
- Project-Based Voucher (24 CFR 983)

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as, to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance programs and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system in accordance with HUD regulations at 24 CFR 5.233.

HUD requires PHAs, which administers the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants and you are required to acknowledge receipt of this notice by signing page 2. Each adult household member must sign this form.

### What information about you and your tenancy does HUD collect from the PHA?

The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once your participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance you owe the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed (i.e. unpaid rent, retroactive rent (due to unreported income and/ or change in family composition) or other charges such as damages, utility charges, etc.); and
2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have defaulted on a repayment agreement; and
4. Whether or not the PHA has obtained a judgment against you; and
5. Whether or not you have filed for bankruptcy; and
6. The negative reason(s) for your end of participation or any negative status (i.e., abandoned unit, fraud, lease violations, criminal activity, etc.) as of the end of participation date.

**Who will have access to the information collected?**

This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

**How will this information be used?**

PHAs will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family's suitability for initial or continued rental assistance, and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements. If the reported information is accurate, a PHA may terminate your current rental assistance and deny your future request for HUD rental assistance, subject to PHA policy.

**How long is the debt owed and termination information maintained in EIV?**

Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date or such other period consistent with State Law.

**What are my rights?**

In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), you have the following rights:

1. To have access to your records maintained by HUD, subject to 24 CFR Part 16.
2. To have an administrative review of HUD's initial denial of your request to have access to your records maintained by HUD.
3. To have incorrect information in your record corrected upon written request.
4. To file an appeal request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
5. To have your record disclosed to a third party upon receipt of your written and signed request.

**What do I do if I dispute the debt or termination information reported about me?**

If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report. You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record.

Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.

The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

This Notice was provided by the below-listed PHA:

I hereby acknowledge that the PHA provided me with the  
*Debts Owed to PHAs & Termination Notice:*

Signature

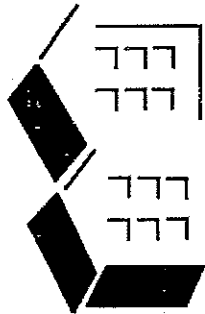
Date

Printed Name



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

## *What You Should Know About EIV*

### **A Guide for Applicants & Tenants of Public Housing & Section 8 Programs**

#### **What is EIV?**

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All Public Housing Agencies (PHAs) are required to use HUD's EIV system.

#### **What information is in EIV and where does it come from?**

HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

HHS provides HUD with wage and employment information as reported by employers; and unemployment compensation information as reported by the State Workforce Agency (SWA).

SSA provides HUD with death, Social Security (SS) and Supplemental Security Income (SSI) information.

#### **What is the EIV information used for?**

Primarily, the information is used by PHAs (and management agents hired by PHAs) for the following purposes to:

1. Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
2. Verify your reported income sources and amounts.
3. Confirm your participation in only one HUD rental assistance program.
4. Confirm if you owe an outstanding debt to any PHA.
5. Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 program.
6. Follow up with you, other adult household members, or your listed emergency contact regarding deceased household members.

EIV will alert your PHA if you or anyone in your household has used a false SSN, failed to report complete and accurate income information, or is receiving rental assistance at another address. ***Remember, you may receive rental assistance at only one home!***

EIV will also alert PHAs if you owe an outstanding debt to any PHA (in any state or U.S. territory) and any negative status when you voluntarily or involuntarily moved out of a subsidized unit under the Public Housing or Section 8 program. This information is used to determine your eligibility for rental assistance at the time of application.

The information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), and auditors to ensure that your family and PHAs comply with HUD rules.

Overall, the purpose of EIV is to identify and prevent fraud within HUD rental assistance programs, so that limited taxpayer's dollars can assist as many eligible families as possible. EIV will help to improve the integrity of HUD rental assistance programs.

#### **Is my consent required in order for information to be obtained about me?**

Yes, your consent is required in order for HUD or the PHA to obtain information about you. By law, you are required to sign one or more consent forms. When you sign a form HUD-9886 (*Federal Privacy Act Notice and Authorization for Release of Information*) or a PHA consent form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental assistance. The information collected about you will be used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA.

***Note: If you or any of your adult household members refuse to sign a consent form, your request for initial or continued rental assistance may be denied. You may also be terminated from the HUD rental assistance program.***

#### **What are my responsibilities?**

As a tenant (participant) of a HUD rental assistance program, you and each adult household member must disclose complete and accurate information to the PHA, including full name, SSN, and DOB; income information; and certify that your reported household composition (household members), income, and expense information is true to the best of your knowledge.



Remember, you must notify your PHA if a household member dies or moves out. You must also obtain the PHA's approval to allow additional family members or friends to move in your home prior to them moving in.

**What are the penalties for providing false information?**

Knowingly providing false, inaccurate, or incomplete information is **FRAUD and a CRIME**.

If you commit fraud, you and your family may be subject to any of the following penalties:

1. Eviction
2. Termination of assistance
3. Repayment of rent that you should have paid had you reported your income correctly
4. Prohibited from receiving future rental assistance for a period of up to 10 years
5. Prosecution by the local, state, or Federal prosecutor, which may result in you being fined up to \$10,000 and/or serving time in jail.

**Protect yourself by following HUD reporting requirements.** When completing applications and reexaminations, you must include all sources of income you or any member of your household receives.

If you have any questions on whether money received should be counted as income or how your rent is determined, **ask your PHA**. When changes occur in your household income, **contact your PHA immediately** to determine if this will affect your rental assistance.

**What do I do if the EIV information is incorrect?**

Sometimes the source of EIV information may make an error when submitting or reporting information about you. If you do not agree with the EIV information, let your PHA know.

If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

**Debts owed to PHAs and termination information** reported in EIV originates from the PHA who provided you assistance in the past. If you dispute this information, contact your former PHA directly in writing to dispute this information and provide any documentation that supports your dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV.

**Employment and wage information** reported in EIV originates from the employer. If you dispute this information, contact the employer in writing to dispute and request correction of the disputed employment and/or wage information. Provide your PHA with a copy of the letter that you sent to the employer. If you are unable to get the employer to correct the information, you should contact the SWA for assistance.

**Unemployment benefit information** reported in EIV originates from the SWA. If you dispute this information, contact the SWA in writing to dispute and request correction of the disputed unemployment benefit information. Provide your PHA with a copy of the letter that you sent to the SWA.

**Death, SS and SSI benefit information** reported in EIV originates from the SSA. If you dispute this information, contact the SSA at (800) 772-1213, or visit their website at: [www.socialsecurity.gov](http://www.socialsecurity.gov). You may need to visit your local SSA office to have disputed death information corrected.

**Additional Verification.** The PHA, with your consent, may submit a third party verification form to the provider (or reporter) of your income for completion and submission to the PHA.

You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.

**Identity Theft.** Unknown EIV information to you can be a sign of identity theft. Sometimes someone else may use your SSN, either on purpose or by accident. So, if you suspect someone is using your SSN, you should check your Social Security records to ensure your income is calculated correctly (call SSA at (800) 772-1213); file an identity theft complaint with your local police department or the Federal Trade Commission (call FTC at (877) 438-4338, or you may visit their website at: <http://www.ftc.gov>). Provide your PHA with a copy of your identity theft complaint.

**Where can I obtain more information on EIV and the income verification process?**

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: <http://www.hud.gov/offices/pih/programs/ph/thiip/uiiv.cfm>

**The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PIH rental assistance programs:**

1. Public Housing (24 CFR 960); and
2. Section 8 Housing Choice Voucher (HCV), (24 CFR 982); and
3. Section 8 Moderate Rehabilitation (24 CFR 882); and
4. Project-Based Voucher (24 CFR 983)

**My signature below is confirmation that I have received this Guide.**

Signature

Date

# MOVER'S POLICY

## When a Family May Move

A family may move to a new unit with continued assistance under the following conditions:

- a. The assisted lease for the old unit has terminated because either the WHA has terminated the HAP contract for the owner's breach or the lease has terminated by mutual agreement of the owner and the family;
- b. The owner has given the family a notice to vacate, or has commenced an action to evict the tenant or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated);
- c. The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to the owner, for owner breach, or otherwise);
- d. The family or a member of the family is or has been the victim of domestic violence, dating violence, or stalking, as provided in 24 C.F.R. part 5, subpart L, and the move is needed to protect the health or safety of the family or family member.; or
- e. The WHA determines that the family's unit does not meet the HQS space standards (due to an increase in family size or change in family composition).

## Restrictions on Moves

A family is not permitted to move within or outside of the WHA's jurisdiction during the initial lease term. A family is not permitted to move more than once during any twelve (12) month period. Exceptions to these restrictions shall be considered if there are circumstances beyond the control of the family which require a move or transfer for safety or other good cause. Examples are:

- a. The family's unit is rendered unsafe by fire or an owner's refusal to pay utilities that are the responsibility of the owner.
- b. The family is approved for a reasonable accommodation due to a disability.
- c. The owner is selling the property to a new owner who does not complete the assignment of the HAP contract.
- d. The family or a member of the family has been a victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the family or family member's health and safety.

Request for exceptions to these restrictions must be submitted in writing together with satisfactory documentation of the circumstances beyond the control of the family which require a move or transfer for safety or other good cause.

## Family's Request to Move

If a family wants to move to a new unit with continued assistance, the family must notify the WHA and the owner in writing before moving from the old unit. If the family wants to move to a new unit that is located outside of the WHA's jurisdiction, the notice to the WHA must specify the area where the family wants to move.

The family must give the owner proper notice of their intent to vacate in accordance with the time specified by the lease. A copy of such notice must also be submitted to the WHA. If a family and owner execute a mutual lease termination, it must be signed by both the head-of-household and the owner and must be submitted to the WHA by the tenth (10<sup>th</sup>) of the month in which the lease is being terminated.

If the family does not locate a new unit, they may remain in the current unit (if the unit continues to meet program requirements and the tenant has rescinded their notice).

If the family finds a new unit, the family must follow the steps to lease-up as outlined for unit lease-up.

# DISHONEST TENANTS CAN FACE EVICTION



## WHAT DOES THE WHA CONSIDER DISHONEST?

When you sign some WHA documents you are swearing that you are telling the truth. Some examples of Dishonesty:

- **EXAMPLE 1 – FALSE INCOME:** Signing a No Income Statement while you are actually receiving income. Also not fully reporting all of your income.
- **EXAMPLE 2 – UNAUTHORIZED OCCUPANT:** Having someone live in your apartment who is not on your lease.
- **EXAMPLE 3 – Adding someone else's name to WHA forms** without their permission to get bigger unit or other benefits.
- **EXAMPLE 4 – Knowingly giving false information to WHA staff** during meetings and/or home visits.
- **BE HONEST** – Every time you are dishonest with the WHA, either verbally or in writing, you risk losing your housing. Honesty is the best policy every time.

When you are asked by the WHA to provide information, your signature on the forms means that all the information that you've provided is honest and complete. Being dishonest on WHA forms can be a reason for lease enforcement, up to and including eviction.

Numerous WHA forms have a Certification Statement at the end. There is a place for the Head of Household to sign as well as other adults in the household. It says:

***"I/We understand that giving false statement or information can be grounds for termination of housing."***

When you sign these forms you are responsible for not only your own information being honest and complete but also for the members of your home.

The WHA Public Safety Department (PSD) has many resources to help

## HOW TO AVOID FRAUD:

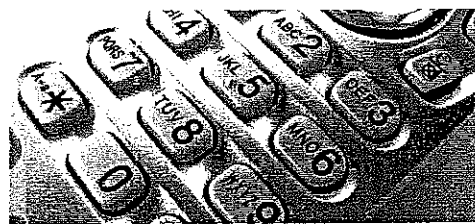
- Make sure all info you give is accurate and complete;
- Report all new household income within 10 days;
- Report any house guest(s) to management;
- Report to WHA if a household member vacates;
- Do the "Add to Lease" process before you allow someone to live in your apartment;



them confirm the truth such as security cameras, access to wage data. When residents provide inaccurate information, the PSD is required to look into the matter fully and report its findings to management for further action. Sometimes the action taken is the termination of housing benefits and eviction.

We all want the WHA to maintain safe and secure housing and we can do that with your help.

If you know a person who may be committing fraud please call the WHA Public Safety Department at 508-635-3210. Your call is kept confidential.



**If you have any  
information about fraud,  
please call:**

**WHA Public Safety Office  
– Fraud Division  
(508) 635-3210**

# *Dishonest Tenants Can Face Termination*

## **How to avoid fraud:**

- Make sure all information on your WHA forms is honest and complete;
- Report all new household income within 10 days;
- Report to the WHA if a household member vacates;
- Do the Add to Lease process **before** you allow someone to live in your unit.

When you are asked by the WHA to provide any information, your signature on the WHA forms means that all the information that you've provided is honest and complete. Being dishonest on WHA forms can be a reason for punishment under both state and federal law and you can lose your housing.

Numerous WHA forms have a Certification Statement at the end. There is place for the Head of Household to sign and date as well as other adults in the household. It says:

"I/We understand that giving false statement or information can be grounds for termination of housing."

When you sign and date the application form and other WHA documents you are responsible for not only your own information being honest and complete but also for the members of your home.

The WHA Public Safety Department (PSD) has many resources to help them confirm the truth like access to wage data, etc.... When residents provide inaccurate information, the PSD is required to investigate the matter fully and to report its find-



ings to the Leased Housing Department for further action. Sometimes the action taken is the termination of housing benefits.

If you know a person who may be committing fraud please call the WHA-Public Safety Department at 508-635-3208. Your call is kept confidential.

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## **WHAT DOES THE WHA CONSIDER DISHONEST?**

When you sign some WHA documents you are swearing that you are telling the truth. Some examples of Dishonesty include:

Example 1— FALSE INCOME: Signing a No Income Statement while you are actually receiving income. Also not fully reporting all your income.

Example 2 —UNAUTHORIZED OCCUPANT: Having someone live in your apartment who is not on your lease.

Example 3— Adding someone else's name to WHA documents without their permission to get a bigger apartment or other benefit.

Example 4— Knowingly giving false information to the PSD staff and WHA staff during meetings and home visits.

**Be Honest**— Every time you are dishonest with the housing authority, either verbally or in writing, you risk losing your housing. Honesty is the best policy every time.

**If you have information about fraud, please call:  
Public Safety Office 508-635-3208.**



**Worcester**  
Housing Authority

# *Inquilinos Deshonestos Puede Enfrentar Terminación*

## **Como evitar el fraude:**

- Asegúrese de que toda la información en su formulario sea honesta y completa;
- Informe todos los ingresos familiares nuevos dentro de 10 días;
- Informe a cualquier huésped de la casa a la gerencia;
- Informe al WHA si un miembro del hogar desocupa;
- Realice el proceso de Agregar alguien en su contrato antes de permitir que alguien viva en su unidad.

Cuando la WHA le solicita que traiga información, su firma en los formularios de WHA significa que toda la información que proporcionó es honesta y completa. Ser deshonesto en los formularios de WHA puede ser una razón para el castigo bajo las leyes estatales y federales y puede perder su vivienda.

Numerosos formularios de WHA tienen una Declaración de certificación al final. Hay lugar para que el Jefe de familia firme y también otros adultos en el hogar. Dice:

*"Entendemos que dar una declaración o información falsa puede ser motivo para la terminación de la vivienda".*

Cuando firma el formulario de solicitud y otros documentos de WHA, no solo es responsable de que su propia información sea honesta y completa, sino también de los miembros de su hogar.

El Departamento de Seguridad Pública (PSD) de WHA tiene muchos recursos para ayudarlos a confirmar la verdad, como, acceso a datos salariales, etc. Cuando los residentes proporcionan información



incorrecta, se requiere que el PSD investigue el asunto e informe para informar sus hallazgos al Departamento de Leased Housing para una acción posterior. A veces, la medida tomada es la terminación de los beneficios de vivienda y el desalojo.

Si conoce a una persona que puede estar cometiendo fraude, llame al Departamento de seguridad pública de WHA al 508-635-3208. Su llamada se mantiene confidencial.

## **QUE ES LO QUE EL WHA CONSIDERA SER DISONESTO?**

Cuando firmas algunos documentos de WHA estás jurando que estás diciendo la verdad. Algunos ejemplos de deshonestidad incluyen:

Ejemplo 1 - INGRESO FALSO: Firmando un estado de cuenta de no ingresos mientras recibe ingresos. Además, no informa completamente todos sus ingresos.

Ejemplo 2 - OCUPANTE NO AUTORIZADO: Tener a alguien viviendo en su Apartamento que no está en su contrato de arrendamiento.

Ejemplo 3- Agregar el nombre de otra persona a los documentos de WHA sin su permiso para obtener un apartamento más grande u otro beneficio.

Ejemplo 4- Dando información falsa al personal al el investigador y al personal de WHA durante las reuniones y visitas a domicilio.

Sea honesto: cada vez que sea deshonesto con la autoridad de vivienda, ya sea verbalmente o por escrito, corre el riesgo de perder su vivienda. La honestidad es la mejor política todo el tiempo.

**Si tiene información sobre fraude, llame a:  
Oficina de Seguridad Pública (508) 635-3208.**

## *WHA Tenants Evicted for Fraud*

**[1] [2] [3] [4] [5]**

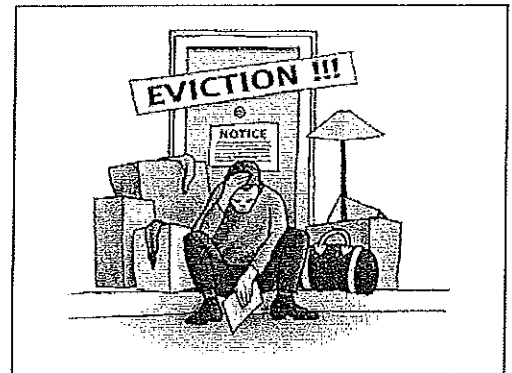
When the WHA identifies a tenant committing fraud it's always a sad day.

A tenant who intentionally seeks to defraud the WHA, depending on the extent and the amount of the fraud, runs the risk of being caught and their family may lose their home. The most common types of Fraud is “Unreported Income”.

For example, at one of the larger WHA housing complexes a tenant was working and not reporting that income to the WHA. The amount of unreported income was close to \$50,000! When the WHA found out, a year after the employment began, the extent of the fraud was so great that the entire family received a 30-Day Notice to Quit (eviction papers) and had to leave!

It's important to remember that ALL household income must be reported to the WHA even if you are just working for a friend, you work part time or if you believe that your income should be not counted towards the rent.

However, not only do families get evicted, the fraud amount (rent) has to be repaid to the housing authority. This is often done



**Don't Risk Your Family's Housing! Fraud can cause evictions.**

by entering into a Repayment Agreement either at the WHA management offices or even in court.

It's important to remember that we all have to live within a budget. When a household takes money that they are not entitled to by lying to the WHA they prevent another family from having a home.

If you know a person who may be committing fraud please call the WHA-Public Safety Department at 508-635-3210. Your call is kept confidential.

## WHAT IS AN ATL?

“ATL” stands for Add to Lease. It’s the paperwork that must be completed and submitted to the WHA Admissions Department when you want to add another person to your household lease.

- Step 1— Contact your housing management office to get the paperwork.  
Step 2— Ask any questions you may have before starting the paperwork.  
Step 3— Fill it out completely before returning it to the WHA. Incomplete packets are not processed and will be returned.  
Step 4— Return the completed ATL packet to your management office and make sure you keep a copy for yourself.

**Be Patient**—You will receive a letter informing you of the outcome of your request between 4–6 weeks after your application has been submitted.

If you have information about fraud, please call  
 1-800-SAFE-0000-508-133-1343

# WHA Prosecuting Fraud

## 9 Families Convicted in Criminal Court

The WHA works hard to provide our residents with a safe and clean environment. We spend every dollar we receive improving our communities. That's why we take fraud so seriously. When someone cheats on their rent, they hurt every honest resident who lives in our community. This money would go to fund homework centers or summer camps for our children. This money would go to fund extra police presence or new roofs or other building upgrades.

The WHA investigates every instance of fraud that we become aware of. We want our residents to know that we have worked with law enforcement officials and helped bring 9 residents into criminal court where they were convicted and ordered to repay their debt. Failure to repay could result in them being sent to prison.

- Resident failed to report accurate household composition and income as required. Results: Two years probation and must repay the WHA \$2,106.00.
- Resident failed to report accurate household income as required. Results: Three years probation and must repay the WHA \$3,649.00.
- Resident failed to report accurate household composition and income as required. Results: One year probation and must repay the WHA \$3,814.00. Probation extended an additional year.
- Resident failed to report accurate household income as required. Results: Five years probation and must repay the WHA \$26,740.00.
- Resident failed to report accurate household income as required. Results: Five and one-half years probation and must repay the WHA \$5,695.00.
- Resident failed to report accurate household composition and income as required. Results: Five years probation and must repay the WHA \$3,000.00.
- Resident failed to report accurate household income as required. Results: Six years probation and must repay the WHA \$8,802.00.
- Resident failed to report accurate household income as required. Results: Five years probation and must repay the WHA \$6,285.00.

**If you have information about fraud, please call:**

**Public Safety Office 508-635-3208**