



SOMERVILLE HOUSING AUTHORITY

30 Memorial Road, Somerville, Massachusetts 02145

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**Admissions and Continued
Occupancy Policy for
Federally Subsidized Family,
Elderly/Disabled Public Housing**

Adopted by the SHA Board of Commissioners on March 09, 2005, amended 07/2008

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I. GENERAL STATEMENT OF POLICY

It is the policy of the Somerville Housing Authority (hereinafter referred to as SHA or the Housing Authority) to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968, amended by the Community Development Act of 1974, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any other federal or state legislation protecting the individual rights of residents, applicants, or staff, which may subsequently be enacted.

It is the intent of SHA to provide safe, decent housing for lower income residents and families which is conducive to healthful living. SHA will not discriminate because of race, color, gender, sexual preference, religion, age, disability, national origin or familial status in the leasing, rental, or other disposition of housing or related facilities (including property) included in any housing programs under its jurisdiction.

The Somerville Housing Authority shall not automatically deny admission to any particular group or category of otherwise eligible families nor will any criteria be applied, or information considered, pertaining to attributes or behavior that might be imputed by some to a particular group or category. All criteria applied and information considered in administering this policy shall relate solely to the attributes and behavior of the individual members of the household.

It is also the policy of the SHA to guard the privacy of individuals in accordance with federal and state regulations, and to ensure the protection of individuals' records maintained by SHA. Therefore, the Somerville Housing Authority shall not disclose any personal information (including, but not limited to information on any disability) contained in its records to any person or agency unless the individual about whom the information is requested gives written consent to such disclosure, or as required by law. This privacy policy in no way limits SHA's ability to collect such information as it may need to determine eligibility, compute rent, or determine the applicant's suitability for tenancy.

The SHA is committed to identifying and eliminating situations that create barriers to equal housing for all. In accordance with Section 504, the SHA will make such procedural, administrative, location, or physical changes as will reasonably accommodate persons with disability.

It is the policy of the SHA that, in its determination of the eligibility of families seeking participation in Somerville's public housing program, tenant selection and unit assignment be conducted in accordance with written, systematic processes and objective standards.

Applicability: This Policy applies to SHA's federal family and federal elderly/disabled public housing developments. Only sections of this policy pertaining to: Income Eligibility, Rent and Immigration apply to Hagan and Bryant Manor.

II. ELIGIBILITY FOR ADMISSION

A. Eligibility Criteria

It is the policy of the SHA to admit only eligible and qualified applicant families according to the following criteria:

1. Those who qualify as a family, single person, elderly person, disabled person, near-elderly person, or remaining adult member of a tenant family (see Appendix C -Glossary of Terms).
2. Those whose annual income at the time of admission does not exceed the income limits established for occupancy as prescribed by HUD (see Appendix A Income Limits).
3. All members of applicant households over the age of 6 who have not been assigned social security numbers by the Social Security Administration of the U.S. Department of Health and Human Services must certify this fact on a form provided by the authority. All members of the applicant household over the age of 6 who have been assigned social security numbers must provide reliable third party documentation of their numbers. Applicants who have a social security number but who are unable to produce reliable third party documentation must also provide certification on a form provided by the Authority. Applicants certifying inability to document social security numbers will be allowed sixty, (60) days to provide acceptable documentation. In the case of members of applicant households who are 62 or older, the SHA may grant an extension of up to an additional sixty, (60) days for good cause such as illness or incapacity. Certification forms may be signed by the applicant on behalf of household members under the age of 18.
4. Those whose members are U.S. Citizens, non-citizens who have eligible immigration status or part of a mixed immigrant household. See Section II (B) of this Policy.
5. Those whose household composition is appropriate for the unit sizes available in SHA developments in accordance with the occupancy standards outlined herein.
6. Those who do not maintain another residence in addition to the SHA unit.
7. Those whose members have not committed fraud in connection with any federal or state housing assistance program.
8. Those whose members have not been evicted from public housing, Indian Housing, Section 23, or any Section 8 program because of drug-

related criminal activity for a five-year period beginning on the date of the eviction. See rehabilitation provisions set forth in Section II, Part C of this Policy.

9. Those who have not engaged in or threatened abusive or violent behavior towards SHA personnel.
10. Those who meet or exceed the Tenant Selection Criteria outlined in Section II, Part E of this Policy.

B. Eligibility Restrictions Regarding Non-citizens Applying For Federally Funded Public Housing

1. In keeping with the HUD published Final Rule of March 1995, SHA will provide federally funded housing assistance to citizens and non-citizens with eligible immigration status. Applicants will declare their citizenship or eligible immigration status and provide documentation to the SHA for every household member for whom this is applicable. Applicants must make a declaration in writing to the SHA if they lack citizenship or eligible immigration status. Documentation will be required of all new admissions at the time an application is processed by the Somerville Housing Authority. For existing households it will only be necessary to provide this when a family applies to add additional family members to the lease.
2. Proof of citizenship will take the following form:
 - a. Citizens or Nationals of the United States are required to sign a declaration under the penalty of perjury prior to being admitted. The citizenship / eligible non-citizen status of each family member regardless of age must be determined. Adults will be required to sign on behalf of all children under the age of 18 (eighteen) years.
 - b. The SHA will require citizens to provide documentation of citizenship. Acceptable documentation will include at least one of the following original documents:
 - U.S. birth certificate
 - U.S. passport
 - Resident Alien/registration card
 - Social Security card
 - Military ID and Military DD214 form.
 - c. SHA has the right to deny or terminate housing assistance if members of any household are found to be non-citizens with ineligible immigration status; however, this determination will not take place until all appeal rights are requested and exercised by the household. SHA may grant time extensions to provide appropriate information, provided that the

household shows a diligent effort in obtaining immigration status documents.

3. The following information will be considered as acceptable evidence and verification of an applicant's eligible immigration status:
 - a. Alien Registration Receipt Card
 - b. Arrival/Departure Record
 - c. Temporary Resident Card
 - d. Immigration and Naturalization Service (INS) receipt in the event of any lost or missing cards listed above.

If the SHA discovers that citizenship information provided is fraudulent, expired, or otherwise invalid, it will notify the family or individual of the results of these findings. The family or individual will then have thirty, (30) days from the date of the notification to file an appeal with the INS to correct the problem. The family or individual must provide a copy of the appeal request to the INS to the Somerville Housing Authority, which will become a permanent item in the resident file. The SHA can extend this thirty, (30) day appeal period at its sole discretion if good cause is found.

4. Any applicant affected by these provisions has the right to an informal appeal provided the SHA is notified within fourteen (14) days.
5. Mixed families provided housing assistance after June 19, 1995 may have their monthly rent continued provided that either the head of household or spouse have eligible immigration status and the ineligible family members are the head, spouse, parents, or children of the head or spouse. Families who are no longer eligible for housing assistance due to the citizenship of a family member may be given temporary deferral of termination of assistance to transfer to other housing at the discretion of the Somerville Housing Authority. If the temporary assistance is provided, it must be done in six-month increments but shall not exceed a total of three years.
6. Families that no longer qualify for housing assistance due to their citizenship status may apply for prorated assistance to decrease the level of housing assistance provided to the household based on the number of ineligible persons in the household.
7. Rental housing assistance is prohibited to non-citizen students and their families. None of the provisions of the rules related to prorated assistance, continued assistance, or temporary deferral of termination of assistance

applies to non-citizen students. This prohibition does not include citizen spouses and their children.

C. DENIAL of ADMISSION

1. The SHA may prohibit admission of an applicant for five years from the date of the eviction if any household member has been evicted from federally assisted housing for drug- related criminal activity. Drug- related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.
2. The SHA may prohibit admission of an applicant if any household member is currently engaging in illegal use of a drug (for purposes of this section, a household member is currently engaged in the criminal activity, if the person has engaged in the behavior recently enough to justify a reasonable belief that the behavior is current); or the SHA has cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health safety, or right to peaceful enjoyment of the premises by other residents.
3. The SHA shall prohibit the admission of an applicant if any household member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing.
4. The SHA shall prohibit the admission of an applicant if any member of the applicant's household is subject to a lifetime registration requirement under a State sex offender registration program. In the screening of applicants, the SHA shall conduct a criminal history background checks in the State where the housing is located and in other States where household members are known to have resided.
5. The SHA may prohibit admission of an applicant if any household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
6. Rehabilitation: The SHA will consider waiving the restrictions set forth in paragraphs 1,2, and 5 above, if the applicant can demonstrate to the satisfaction of the SHA that:
 - a. the person successfully completed a rehabilitation program approved by the SHA, or
 - b. The circumstance(s) leading to the eviction no longer exist.

D. [Special Eligibility Provisions Relating to Applicants Requiring a Live-In Aide](#)

Some applicants and tenants who would not otherwise be able to fully discharge the responsibilities of tenancy may be able to do so with the assistance of a live-in aide residing in the unit. When an applicant or tenant can provide documentation to the satisfaction of the Somerville Housing Authority that a live-in aide is required and available, the following provisions shall apply:

1. In verifying the need for an applicant or a tenant to have a live-in-aide, the SHA uses the March 31, 1999 memo from the Massachusetts Department of Housing and Community Development (DHCD) entitled “Department Policy Regarding Personal Care Attendants” as guidance. Note: APPENDIX F. The live-in aide must submit information as requested and be reviewed by applications staff to be qualified and therefore eligible under the Tenant Selection Criteria of this policy. If SHA determines an individual proposed as a live-in aide to be ineligible, the tenant or applicant may propose an alternate live-in aide for screening or may appeal SHA’s determination as provided in the Informal Review Procedure (Appendix B).
2. Unit Size Consideration: The applicant or tenant and the live-in aide may each be allocated a separate bedroom.
3. The primary tenant is responsible for all acts of all household members with respect to the requirements of the dwelling lease. Any violation of lease provisions by the live-in aide may be cause for eviction of the household.
4. The live-in aide does not have rights to continue in occupancy as a remaining member of a household.
5. Live-in Aides are NOT subject to Non-Citizen Rule requirements.

E. [Tenant Selection Criteria](#)

1. The applicant household must meet the Tenant Selection Criteria established by SHA to protect the rights and needs of the public housing communities. It is sometimes necessary to deny admission to public housing to those applicants whose habits and practices may be expected to have a detrimental effect on the residents, the environment of the development or financial stability of the property.
2. General Requirements: The SHA shall obtain information to evaluate whether an applicant meets the Tenant Selection Criteria set forth below. (See Section II, E. 4 below for the sources of information). If the information obtained by the SHA is insufficient to determine whether or

not the applicant meets Tenant Selection Criteria, then the burden shall be on the applicant to establish that the applicant family is:

- a. Willing to reliably discharge the financial obligations of renting a unit; and
- b. Willing to maintain the unit in a healthy, safe and secure condition; and
- c. Willing to live peaceably with neighbors and SHA staff in a residential community; and
- d. Willing to accept and abide by the terms of the lease agreement, attachments, addenda and all house rules; and
- e. Willing to provide the Somerville Housing Authority with accurate and complete information on the application form or any other form or document required to determine initial eligibility, preference status, and continued occupancy for public housing. Failure or refusal to comply or provision of falsified information is grounds for a determination of ineligibility and for tenancy and eviction.

3. Criteria and Documentation. The SHA may reject an applicant for one or more of the reasons listed under “criteria” below:

A. **Criteria:** The household lacks acceptable past performance in meeting financial obligations, especially rent and utilities.

Documentation: Positive or neutral references from the current landlord and at least one prior landlord and any neutral or positive credit reports obtained by SHA constitute adequate evidence that the applicant household meets this criteria

In determining an applicant’s ineligibility based on a previous history of non-payment of rent, the Somerville Housing Authority will consider whether:

* the applicant was residing in a substandard unit and was withholding rent payments pending repairs in a manner consistent with local or state law;

- the record of non-payment or frequent late payment was due to the applicant being required to pay excessive rent

relative to his/her income and the applicant demonstrated responsible efforts to resolve the nonpayment problem.

- B. Criteria:** The applicant household has a record of disturbance of neighbors, landlords and/or landlords' representatives, or of destruction of property.

Documentation: Acceptable landlord references and the absence of adverse police and court records obtained by the SHA constitute adequate evidence that the household meets this criteria.

- C. Criteria:** The household has a record of housekeeping practices that may adversely affect the health, safety or welfare of others, or cause damage to SHA property.

Documentation: Acceptable landlord references or satisfactory Home Visit ratings constitute adequate evidence that the household meets this criterion.

- D. Criteria:** A member of the applicant's household has engaged in criminal activity or drug-related criminal activity that would adversely affect the health, safety or right to peaceful enjoyment of others. This includes crimes of physical violence and violence to property.

Documentation: Court records, police records and Criminal Offender Record Information (CORI) obtained by the SHA and showing that no household member has a record of such activity shall constitute adequate evidence that the household meets this criterion. Where these records show an arrest for such criminal activity, with no final disposition of the criminal case, then the SHA shall offer the applicant the option of deferring a decision on the application until there is an adjudication of the criminal case. (During such deferment, the applicant retains his/her placement on the waiting list).

- E. Criteria:** A member of the applicant's household has, within the last 5 years, engaged in fraud relating to welfare, social security or other government benefit program.

Documentation: The Criminal Offender Record Information showing that no household member has a record of such activity shall constitute adequate evidence

that the household meets this criterion. Where the CORI shows an arrest for such criminal activity, with no final disposition of the criminal case, then the SHA shall offer the applicant the option of deferring a decision on the application until there is an adjudication of the criminal case. (During such deferment, the applicant retains his/her placement on the waiting list).

F. Criteria: There is reasonable cause to believe that a member of the applicant's household has exhibited a pattern of illegal use of a controlled substance or a pattern of abuse of alcohol which interfered with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Documentation: Acceptable landlord references and CORI showing that no household member has exhibited these patterns shall constitute adequate evidence that the household meets this criterion.

In evaluating applicant families under this criteria, SHA will consider information which demonstrates to the satisfaction of the SHA that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and;

* has successfully completed a supervised drug or alcohol rehabilitation program satisfactory to the SHA and can present proof of such treatment; or

* has otherwise been rehabilitated successfully to the satisfaction of the SHA.

G. Criteria: The applicant or any member of the applicant household is a former tenant of SHA who had a record of lease violations or whose tenancy was terminated by the SHA. No previous tenant may be readmitted unless all previous amounts owed have been paid, but the payment of such debt does not necessarily entitle an applicant to eligibility under this section unless SHA has agreed in writing to grant eligibility upon payment of amounts due.

H. Criteria: The household is unwilling to accept and comply with the terms of the lease agreement and other related documents.

Documentation: Acceptable landlord references or a satisfactory Home Visit, if warranted, shall constitute adequate evidence that the household meets these criteria. In the absence of acceptable landlord references or Home Visit rating, a credible reference from the current housing provider, stating that the household is capable of complying with the terms of the lease agreement is acceptable.

I. Criteria: The household has knowingly misrepresented or falsified any material information related to eligibility, preference status, selection criteria or income and has provided all information requested and required by SHA. If at any time during the resident selection process it is determined that the household has provided information which is false or misleading, or has failed to supply SHA with any information or documentation required, the applicant household will be considered to have failed this criteria.

J. Members of the household are related by blood, marriage or operation of law or have evidenced a stable family relationship. A child who is temporarily away from the home because of placement in foster care or temporarily placed in a residential program is considered part of the family. Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively. Court certification will be required of families who claim joint custody or temporary guardianship."

4. Sources of Information. Sources of information that SHA may use include but are not limited to:
 - a. Members of the applicant household.
 - b. Present and prior landlords or housing providers.
 - c. Present and former employers.
 - d. Credit reporting services and/or bureaus.

- e. Landlord Record services, where applicable.
 - f. Social workers, drug and alcohol treatment centers, clinics, health care providers and clergy.
 - g. Criminal Offender Record Information (CORI), Sex Offender Register Information (SORI), NCIC, police departments, probation officers and court records.
 - h. HUD, Internal Revenue Service, or other government agency.
5. References from Landlords and Prior Landlords. The SHA will obtain references from current and prior landlords over, at minimum, the past five years, if any are available. The SHA places great importance on the information obtained from these references as prior landlords have relationships with prospective residents that are similar to the relationship to be established with the SHA.

If the applicant household has insufficient landlord references or if the landlord references are not credible or contain insufficient information, the applicant must provide alternative documentation that is satisfactory to the SHA verifying their ability to comply with the terms of their lease. The SHA may attempt to check court records for evidence of evictions or judgments against members of the household. The SHA may schedule and perform a Home Visit based on adverse information about the applicant and/or attempt to interview the current housing provider and others who are familiar with the behavior and abilities of household members.

6. Home Visits. The SHA staff reserves the right to perform a Home Visit for otherwise eligible applicants whose landlord references are not available and/or if a problem is suspected. The SHA shall provide reasonable advance notice of the home visit. The purpose of the Home Visit is to obtain information to be used in determining whether the applicant household meets certain of the SHA's tenant selection criteria and will consider the following:
- a. Condition of entranceways, halls and yards.
 - b. Cleanliness in each room used by the household, including rooms shared with other households, if applicable.
 - c. General care of furniture, appliances, fixtures, windows, doors and cabinets.
 - d. Evidence of destruction of property.

- e. Evidence of unauthorized occupants.
- f. Evidence of criminal activity.
- g. Conditions inconsistent with the information supplied in any application or other document submitted by the household.

If the results of the Home Visit indicate tenant-caused health or safety hazards, tenant-caused damages, or housekeeping practices leading to infestation by pests, the applicant household will be considered to have failed SHA's tenant selection criteria.

7. Credit Reports. SHA may obtain credit reports on all adult family members to determine the household's history of meeting financial obligations, especially rent and utilities. Lack of credit history will not, in itself, cause an applicant to fail these criteria.
8. Police and Court Records Check. SHA may check police (CORI, SORI and NCIC) and court records for all adult members of the applicant family for evidence of behavior which is relevant to the tenant selection criteria outlined herein. The SHA CORI Policy is attached hereto as Appendix I.
9. SHA staff will be the final judge of what constitutes adequate and credible information but in all cases shall act reasonably. If there are sufficient doubts with respect to the veracity, credibility, or reliability of any information received, SHA retains the right to pursue alternative sources of information until satisfied that the information received is the best available.
10. In the event that SHA receives adverse and unfavorable information regarding an applicant household, consideration will be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct and that certain undesirable behavior will not be repeated.
11. Applicants who fail any of the Tenant Selection criteria will be sent a Notice of Rejection in accordance with SHA policy.

The SHA shall maintain a record of all applicants determined ineligible as a result of the failure to meet its Tenant Selection Criteria with an indication of the specific reason(s) for the determination of ineligibility and will send the applicant a notice of any such determination.

III. APPLICATION FOR ADMISSION

A. Application Intake

Application intake will occur only during publicly announced time periods during which all interested persons may apply for admission to SHA housing. Notice of opening of applications shall be made in a newspaper of general circulation as well as other suitable means. The SHA will provide advance written notice of opening and closing of the wait list (or portions of the wait list) to the following community groups as well as any others upon written request: CASLS, CAAS, SHC, SCC, MTA and Welcome Project. When the waiting lists for one or more programs or unit sizes are to be reopened, the SHA will clearly state in the public announcement the procedure to be employed to determine the position of each applicant on the waiting list.

Upon reopening a closed waiting list, the SHA may take new applications for a specific period in order to establish a new waiting list by ordering the new applications through a random selection lottery rather than by date and time of application.

In such case, applicants will be notified of the results of the lottery in writing. Any application on file prior to an opening of the wait list will retain its original control number.

Applications are available at the:

Tenant Selection Office
Mystic Activity Center
530 Mystic Avenue
Somerville, MA 02145

Somerville Housing Authority
Administration Office
30 Memorial Road
Somerville, Ma.02145

Or by calling (617) 625-1152 TDD (617) 626-8889

Applications can be downloaded from the SHA web site SHA-WEB.ORG

Applications can be submitted in person at the addresses above or mailed to:

The Somerville Housing Authority
30 Memorial Road
Somerville, Ma. 02145

Assistance will be provided to applicants in completing applications. If additional information or verification is required (by either the applicant or SHA), the SHA will explain to the applicant the sources which must be contacted and/or the method to be used to obtain such information and/or verification. If the application was received by mail, the applicant will be contacted and similar assistance provided. The SHA will withdraw the application of applicants that fail to submit all required documents by the

deadline stated on the request letter, except where the applicant shows good cause for his/her failure. Duplicate applications will not be accepted.

B. Closing the Wait List:

When the number of applicants who can be served within a reasonable period of time is reached, the Board of Commissioners may determine that the waiting list will be closed by unit size and/or program. Notice will be given as referenced in III A.

C. Criteria for Placement on Waiting List:

Any interested person shall be permitted to submit an application unless the waiting list has been closed in accordance with Section III B of this policy.

The SHA shall use a standardized application form which requires the family to provide limited basic information including name, address, phone number, family composition, declaration of preferences that the family believes it may be entitled, income/assets and the racial or ethnic designation of the head of household.

D. Organization of the Waiting List:

An applicant will be assigned to the waiting list according to the date/time a completed preliminary application is received by the Tenant Selection Department. The preliminary application will be referenced according to any preferences and by the size of unit required. The applicant will be informed of their assigned control number, their preference (if applicable), the type and size of the unit and their estimated wait for an offer of a unit.

E. Responsibility to Report Changes

Applicants on the waiting list must also report to the SHA any changes in income, preference status, or family composition. Applicants are required to notify the SHA, in writing, of changes in address. Any applicant knowingly providing false information or fraudulent statements affecting the applicant's status or eligibility for housing will be removed from the waiting list.

F. Removal from the Waiting List

An applicant may withdraw an application at any time. A withdrawn application cannot be reactivated and the applicant who has withdrawn an application shall be required to reapply. Any applicant removed from the waiting list by the SHA will be notified in writing of the reason(s) for which they are being removed. Applicants have ten (10) calendar days to respond to a written notice of removal. If the applicant has not responded within ten (10) days, the applicant's name will be deleted from the waiting list. (Note section H- 5 below) This procedure applies to both requests for information and updating of the wait list.

G. Record Keeping

The SHA will keep a copy of each completed application received. For each applicant, the SHA will document its determination that the applicant is eligible and meets admission standards, or is ineligible and does not meet admission standards, or is removed from the waiting list for any other reason. The SHA will also maintain a record of the dwelling unit offered to an eligible applicant, including the location, date, and circumstances of the offer and its acceptance or rejection. A copy of each application will become a part of a resident's file during their participation in the program. Inactive files will be maintained for a minimum of three years from the date of final action. Waiting list information will contain race or ethnic designation of head of household.

H. Update and Reclassification of Applications

1. The SHA shall update and reclassify all eligible applications at least every three (3) years.
2. Each eligible applicant shall be sent a form letter which request information to determine:
 - (a) whether the applicant is still interested in SHA housing;
 - (b) whether the applicant is still preliminarily eligible; and
 - (c) whether the applicant's preference/s status has changed.
3. The SHA shall review all updated information and make appropriate determinations. The SHA shall enter all changes in its computer system and notify the applicants of the reasons for the new determinations and the right to request a review pursuant to Appendix-B
4. Applications which are approved for changes in preference status will be inserted on the wait list in chronological order as of the date and time the new preference status was claimed or discovered.
5. Any applicant failing to respond to the SHA's request for updated information within ten (ten) days shall be notified that his/her application has been removed from the waiting list. An applicant who shows good cause for failure to respond may be reinstated on the waiting list at the discretion of the SHA.

I. Eligibility Determinations

1. Applicants will be placed on the waiting list based on information provided on the application form. When the SHA staff estimate that a unit will be available within the next several months, the next applicant on the list that matches the unit's size the SHA will commence the final review process.
2. Applicants placed on the waiting list will be notified by the SHA of the approximate length of wait for a possible offer of housing, insofar as it can be reasonably determined. Every effort will be made to provide an accurate estimate; however, availability of a suitable unit is contingent on factors not controlled by the SHA.

3. Verification of Eligibility, Qualification, and Preference Status: Each applicant household shall be required to provide all information and authorizations necessary to enable staff to verify the applicant's eligibility for preference status, income eligibility, household composition and qualification as it pertains to the Somerville Housing Authority's Tenant Selection Criteria.
 - a. Information may be required of any or all household members. Verification shall be from third party sources whenever possible. However, the applicant shall not be penalized either by denial of admission or by unreasonable delay of placement solely because third party sources have failed to respond to requests for information. When the applicant and the SHA have made all reasonable efforts to obtain information and the third party source has failed to respond, SHA shall proceed with the processing of the application using the best available information.
 - b. Each applicant's household member, eighteen (18) years of age and older, may be required to participate in an interview with a member of the SHA Tenant Selection staff. Every adult member of the applicant household should be present at the office visit except when there are extenuating circumstances which prohibit this.
4. SHA shall require the applicant to:
 - Sign all forms necessary to determine eligibility and suitability;
 - Provide verification of income, assets, exclusions and deductions from income;
 - Provide verification of family size, age and relationship;
 - Disclose the Social Security Numbers of all family members;
 - Provide citizenship information;
 - Provide the names and addresses of the applicant's current and former landlord from, at minimum, five years past;
 - Provide the most recent six (6) month rent receipts where appropriate;
 - Provide any other reasonably obtainable information the SHA determines is necessary to determine eligibility for housing

5. All verifications and documentation received by the SHA for use in the determination of eligibility for housing at the SHA will be analyzed by staff and a determination made with respect to:

Eligibility of the applicant family based on the requirements outlined in (Section II A) of this Policy.

Unit size requirements.

Qualification of the applicant family with respect to the Tenant Selection Criteria outlined in (Section II, E) of the Policy.

6. Applicants determined to be ineligible for housing at the SHA will be promptly notified and will receive a Notice of Rejection from the SHA stating the basis for this determination of ineligibility. The SHA will provide such applicants with the opportunity for informal review of the decision in accordance with HUD regulations and the procedure for informal hearing contained in Appendix B of this Policy.
7. Applicants determined to be qualified for housing at the SHA will be notified by the SHA of the approximate date of occupancy insofar as that date can be reasonably determined.
8. Disabled applicants who have been determined to be eligible but who fail the Tenant Selection Criteria may have their cases examined by the SHA to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the selection criteria outlined herein.
9. Changes in Unit Size Determination: If, during the final eligibility determination, or at any other time prior to placement, it is determined that the family composition has changed making the family eligible for a different size unit, the family's application shall be placed on the waiting list for the new unit size based on the original date of the family's pre-application.
10. Mitigating Factors and Rehabilitation: In the event the SHA receives information which would indicate that rejection of an applicant is the appropriate action, the SHA will consider:
 - a. Any information which indicates that the future conduct of the applicant or other members of applicant's household is likely to be significantly less detrimental, such as change in composition of household or age of household members and evidence of rehabilitation.

- b. Participation of the applicant or member of the applicant’s household in social service or other counseling service programs.
- c. Any information which indicates that the applicant is more likely to meet future rent obligations, such as alleviation of the problem which caused the rent arrearage, new employment, or third party assurances.
- d. Evidence of successful rehabilitation satisfactory to the SHA.
- e. Evidence of modification of previously disqualifying behavior.

IV. SELECTION FROM THE WAITING LIST

A. Preferences for Federally Funded Public Housing

Otherwise eligible and qualified families will be selected from the waiting list based on the preference categories listed in this section.

The SHA shall use the following preference categories in determining the order of tenant selection based on date and time of application, highest cumulative point total derived from one (1) emergency preference 1 thru 5 and the total of the other preferences, 6-8.

In order to be found eligible for an emergency preference 1-4 C below, the applicant must be a “homeless applicant” as defined in Appendix C **AND** qualify for one of the emergency preferences below:

- EMERGENCY PREFERENCE 1A. Displaced from federally subsidized PH units by Hurricane Katrina
200 pts.
- EMERGENCY PREFERENCE 1B. Displaced by Fire or Natural Forces
80 pts.
- EMERGENCY PREFERENCE 2. Displaced by Public Action/SHA Action
70 pts
- EMERGENCY PREFERENCE 3. Displaced due to Code Enforcement
60 pts
- EMERGENCY PREFERENCE 4A. Displaced due to No Fault Eviction
50 pts
- EMERGENCY PREFERENCE 4B. Displaced due to Domestic Violence.
50 pts
- EMERGENCY PREFERENCE 4C. Displaced due to Medical Emergency
50 pts
- EMERGENCY PREFERENCE 5. Internal Transfers
40 pts

It is the policy of the Somerville Housing Authority that any applicant who has refused an appropriate offer of permanent, affordable, replacement housing will be considered to have substantially contributed to their housing difficulty and will not be eligible for emergency preference consideration.

PREFERENCE 6.	Local resident 100 pts
PREFERENCE 7.	Veteran/Member of Armed Services. 5 pts
PREFERENCE 8.	Elderly; Near Elderly; Disabled/Handicapped Families (Elder/ Disabled Housing) Disabled/Handicapped Families (Family Housing) 2 pts
STANDARD APPLICANT	0 pts

In accordance with the approved Designated Housing Plan (08-26-04) “prior to making placement in Federal Elderly/Disabled housing developments, the SHA shall determine that 80% of the non-accessible units in each elderly/disabled building shall be designated for elderly families only. All near-elderly persons (50-61 years of age) with or without disabilities, selected to occupy units designed for elderly only, will be counted in the 80% quota. The remaining 20% of the non-accessible units shall be designated to serve persons with disabilities. All near-elderly persons (50-61 years of age) with disabilities, selected to occupy units designed for disabled persons only, will be counted in the 20% quota.” The remaining wheelchair accessible units are targeted for a mixed population.

The Somerville Housing Authority has adopted the following procedure to carry out the Federal Preference Rule:

There is a two step process for certification and verification of preferences for federally funded public housing. Each Applicant is given a preliminary application form at the time of initial Application. Once completed, the applicant submits the preliminary application form to the SHA.

The preliminary application is then date/time stamped. The applicant's self -declaration that they qualify for a preference will be accepted without verification. Written notice of preliminary eligibility status is sent to the applicant, the applicant will be informed of the date the application was received, the control number assigned to the application, any allowed preferences that are claimed by the applicant and an estimated wait time before placement.

The second step in the certification and verification of preference begins when an applicant’s name approaches the top of the list and the SHA believes that the applicant

will be considered for housing assistance within the next ninety (90) days. At this point, the SHA will conduct final screening and will request that the applicant provide third party verification/ documentation of all preferences claimed on the preliminary application. The SHA will also determine qualification of the applicant household with respect to the Tenant Selection Criteria outlined in (Section II E).

If the preferences are verified and the applicant's household is determined to be qualified the applicant's file will be referred to a housing manager for consideration when the applicant's control number reaches the top of the wait list.

If it is determined that the applicant does not qualify for a claimed preference, the applicant will remain on the waiting list without the benefit of the points assigned to that claimed preference.

If an applicant disagrees with the decision of the SHA not to grant preference, the applicant shall have the right to request an informal hearing before the Executive Director or his designee (See Appendix B). Requests must be made in writing within ten (10) days of being notified that preference status has been denied. The applicant will be notified of their right to review the file, prior to the informal hearing.

If the Executive Director or his/her designee reverses the previous decision and authorizes the re-instatement of the denied preference, the applicant's file will be referred to a housing manager for placement when the control number reaches the top of the wait list.

If the Executive Director or his/her designee upholds the decision to deny a preference, the applicant shall remain on the waiting list without the benefit of the denied preference points.

Below is a listing of what an applicant will need to document in order to be eligible for the preference claimed on their preliminary application:

A. Displacement due to Fire or Natural Forces

The documentation that an applicant must furnish for involuntary displacement due to Fire or Natural forces:

1. Proof of primary tenancy in the building/unit
2. Copy of a fire report indicating that the fire was not due to the negligence or intentional act of the applicant or a household member (where applicable).
3. Certification of disaster from a government agency (where applicable).
4. Proof of application to local housing authority
5. Proof that applicant has not found permanent replacement housing and/or has not refused an offer of permanent housing

6. Any other reasonably obtainable documentation deemed relevant by the SHA.
7. Verification by REAC for those displaced by Hurricane Katrina.

B. Displacement due to Public Action

The documentation that an applicant must furnish for displacement due to Public Action is:

1. Proof of primary tenancy in the building/unit
2. Certification from the appropriate governing agency
3. Proof of application to local housing authority
4. Proof that applicant has not found permanent replacement housing and/or have not refused an offer of permanent housing
5. Any other reasonably obtainable documentation deemed relevant by the SHA

C. Displacement due to Code Enforcement

The documentation that an applicant must furnish for displacement due to Code Enforcement is:

1. Proof of primary tenancy in the building/unit
2. Certification from the Code Enforcing agency that the tenant must vacate the unit.
3. Proof of application to local housing authority
4. Proof that they have not found permanent replacement housing and/or have not refused an offer of permanent housing
5. Any other reasonably obtainable documentation deemed relevant by the SHA

D. Displacement due to No Fault Eviction

The documentation that an applicant must furnish for Displacement due to No Fault Eviction is:

1. Notice To Quit, Summary Process Summons, and Judgment for Possession; or
2. Certification from the owner deemed appropriate by the SHA
3. Proof that the applicant is the primary tenant
4. Proof of application to local housing authority
5. Proof that applicant has not found permanent replacement housing and/or has not refused an offer of permanent housing
6. Any other reasonably obtainable documentation deemed relevant by the SHA.

Where appropriate, an applicant must furnish for No Fault Eviction:

7. Third party verification of no fault loss of employment
Third party verification of household members contributing to the rent.
8. Third party verification of death, disability or reduction of hours due to disability
9. Third party verification of the family's shelter burden i.e. rent and utilities (excluding phone and cable).

E. Displacement due to Domestic Violence

The documentation that an applicant must/may* furnish for Displacement due to Domestic Violence is:

1. *Copy of police reports, medical reports, current restraining order, letter from social worker....
2. Proof of residency in the unit
3. Proof of application to local housing authority
4. Proof that applicant has not found permanent replacement housing and/or has not refused an offer of permanent housing
5. Any other reasonably obtainable documentation deemed relevant by the SHA

F. Displacement due to Medical Emergency

The documentation that an applicant must furnish for Displacement due to Medical Emergency is:

1. Proof of primary residency in the unit
2. Medical statement from your physician (must use SHA form)
3. Documentation of current housing situation
4. Proof of application to local housing authority
5. Proof that they have not found permanent replacement housing and/or have not refused an offer of permanent housing
6. Any other reasonably obtainable documentation deemed relevant by the SHA

G. Local Resident Preference

The documentation needed to verify local resident preference is:

1. Lease/utility bills

2. Employer or agency records
3. School records
4. Driver's licenses
5. Voter's registration records
6. Any other reasonably obtainable documentation deemed relevant by the SHA

H. Veteran's Preference

The documentation needed to verify veteran's preference are:

1. Form DD-214
2. Third party verification of relationship to veteran

I. Elderly/Near-Elderly/ Disabled Preference

The documentation needed to verify Elder, Near-Elderly or Young Disabled preference is:

1. Birth certificate
2. SSI, SSDI or Social Security Awards Letter
3. Any other reasonably obtainable documentation deemed relevant to the SHA

B. Offer of a Unit

1. A One Offer Plan will be used for tenant selection for family housing. Applicants will be offered a suitable unit at the Mystic View Apartments. If the offer is rejected, the application is dropped to the bottom of the waiting list (note B 4). If the applicant is on more than one waiting list, this will not affect placement on other lists. An applicant must respond to accept or reject the offer within seven (7) days from the date the offer is made. If an applicant does not respond within seven (7) days following verbal or written notification, the application shall be deemed withdrawn and the applicant shall be required to reapply. If the SHA determines that an applicant had good cause for a late response and (a) if the offer is still available, then the SHA shall offer that unit to the applicant and (b) if the offered unit is no longer available, then the applicant shall remain at the top of the wait list and offered the next available appropriate unit. Applicants for Elderly/Disabled housing will be offered a suitable unit in the location with the highest number of vacancies. If that offer is rejected, the applicant will be offered a suitable unit in the location with the

second highest number of vacancies. If the second offer is refused, the application will be dropped to the bottom of the waiting list. (Note B4)

2. For purposes of this policy, the applicant will not be considered to have been offered a unit if he/she provides clear evidence to the satisfaction of SHA that one of the following circumstances apply:

- a. The unit is not of the proper size and type, and the applicant would be able to reside there only temporarily.
- b. The applicant is unable to move at the time of the offer because of serious and unusual circumstances that are beyond the applicant's control, and the applicant presents clear evidence that substantiates this to SHA's satisfaction.

Examples:

- A doctor verifies that the applicant has just undergone major surgery and needs a period to recuperate;
- A court verifies that the applicant is serving on a jury that has been sequestered.

c. Accepting the offer would result in undue hardship to the applicant not related to consideration of race, creed, color, national origin or language, such as making employment or day care facilities inaccessible, and the applicant presents clear evidence which substantiates this undue hardship to SHA's satisfaction.

3. If an applicant fails to keep a scheduled appointment to view a unit offered for occupancy or fails to respond to written correspondence from the Somerville Housing Authority, for other than a justifiable reason, such failure shall result in removal from the waiting list. The person may reapply at a time that applications are being accepted.

4. If an applicant refuses an offer of housing from the Somerville Housing Authority, the application will be dropped to the bottom of the waiting list, and will lose the benefit of any preference for this application or any other application for two (2) years

5. Any accessible or modified unit will be offered to an applicant whose household includes a person, regardless of age, who has a physical handicap that necessitates one or more of the special design features of the unit.

6. Except as provided in B (5) above when a unit becomes available, it will be offered to the applicant for the applicable program with the appropriate household size who has the lowest control number in the highest preference category.
7. When an applicant accepts the offer of a housing unit, the applicant will be required to:
 - a. Sign a lease for the unit
 - b. Make a payment for the rent in advance for the month (prorated rent will apply if the applicant moves into the unit after the first of the month)
 - c. View the SHA new resident orientation video

The applicant must complete the above listed tasks prior to obtaining a key from the SHA Housing Manager. The SHA Housing Manager will make arrangements for the applicant to complete the necessary tasks. After the requirements are complete, the new resident will be provided a key to the unit.

V. UNIT SIZE AND OCCUPANCY STANDARDS

A. Appropriate Unit Size

It is the policy of SHA to ensure that the dwelling units are occupied by families of appropriate size. The following chart outlines the allowable number of occupants per bedroom based on HUD guidelines:

<u>No. of Bedrooms</u>	<u>No. of Persons</u>	
	<u>Min.</u>	<u>Max.</u>
1 (or 1 single)	1	2
2	2	4
3	3	6
4	5	8
5	7	10

B. Reasonable Exceptions in Emergency Situations

The criteria and standards prescribed above apply to all families applying for housing at SHA; however, reasonable exceptions to the standards listed above may be made in emergency situations or in other extenuating circumstances as determined by SHA.

C. [Additional Factors for Assignments](#)

Dwelling units will be assigned so that it will not be necessary for persons of opposite sex (other than married or cohabiting couples) to share a bedroom. For new admissions to federal family units, the head of household is not required to share a bedroom with other household members other than their spouse or cohabitating partner. Two children of the same sex of any age are required to share a bedroom, (with the exception of children under eight (8)). Children shall generally not be required to share a bedroom with an adult. Foster children are not considered in determining dwelling unit size. No unit assignments will be made which require use of the living room for sleeping.

For reasons of health (elderly, disabled) separate bedrooms may be provided for individual family members at the discretion of the SHA when there is a compelling and verifiable medical impairment requiring additional unit space, e.g., to accommodate medical equipment or to provide an emotionally disturbed child with a separate bedroom where medically needed.

D. [Requirements for a Live-In Aide](#)

Any applicant or resident who requires a Live-In Aide who will be responsible for the essential care and well-being of a family member on a daily basis will be assigned a bedroom to accommodate this aide, provided that the applicant or resident can show documentation to support the fact that the Live-In Aide would not be living in the unit except to provide necessary supportive services. Live-In Aides will not be listed on the lease and do not have rights to the unit with regard to continued occupancy as a remaining family member. A Live-In Aide agreement stating these requirements must be signed by the head of household and the Aide prior to the Aide occupying the unit.

E. [Handicap Accessible Units](#)

When an accessible unit becomes available, the SHA shall offer the unit in the following order:

1. To current SHA tenants who have a disability or handicap who would benefit from the unit's accessible feature(s), but whose current unit does not have such features. If there is more than one current tenant requiring the accessibility features of the available unit, the family with the earliest written request for a transfer shall be selected for the unit.
2. To eligible and qualified households on the waiting list who have a disability or handicap who would benefit from the unit's accessibility features: (a) An accessible unit shall be offered first to households who qualify for a preference and who need the specific features of the available unit. (b) Thereafter, an accessible unit shall be offered to households on the waiting list who need the specific accessibility features, in order of application date, but who do not have a preference despite the presence on

the waiting list of households with preferences and/or earlier application dates who do not require the specific accessibility features of the available unit.

3. To other eligible and qualified households on the waiting list (without disabilities). In this case, the household must agree, in writing, to transfer to a non-accessible unit at the request of the Somerville Housing Authority and to do so within thirty (30) days of said request.

F. Continued Occupancy Considerations

For purposes of continued occupancy only, an infant up to two years of age may occupy the same bedroom with parent(s).

VI. LEASE

A. Lease Execution

At admission, a lease and Drug Free Housing Addendum, if applicable, is to be entered into between the Somerville Housing Authority and each tenant family. The dwelling lease is to be kept current at all times and is to reflect rent being charged, and the conditions governing occupancy. Any changes to the lease, including changes in rent, must be accomplished by written amendment to the lease signed by both parties.

1. If, for any reason, any signer of the lease ceases to be a member of the tenant family, the lease will be canceled, and a new lease and Addendum for Drug-Free Housing and Pet Agreement, if applicable, executed and signed by a remaining member of the family who qualifies and is determined to be eligible for continued occupancy by SHA.
2. If a tenant family transfers to a different unit operated by the Somerville Housing Authority, the existing lease is to be canceled and a new lease and Addendum for Drug Free Housing and Pet Agreement, if applicable, executed by the head of household and co-head, if applicable, for the dwelling unit into which the family is to move.
3. If at any time during the life of the lease, Addendum for Drug-Free Housing and Pet Agreement, if applicable, a change in the tenant's status results in the need for changing or amending any provision of the lease, or if the Somerville Housing Authority desires to waive any provisions with respect to the tenant, either:
 - The existing lease is to be canceled and a new lease agreement executed; or

- An appropriate amendment is to be prepared and made a part of the existing lease. The new lease amendment is to be made a part of the permanent tenant file. A lease amendment is to be attached to the existing lease, and must be signed by both the tenant and a Somerville Housing Authority representative.

B. [Resident Orientation](#)

Eligible applicants selected for admission will be required to participate in an pre-occupancy orientation program conducted by SHA to acquaint new resident families with the following policies and procedures: the Lease Agreement; Drug-Free Housing Addendum; maintenance procedures; services provided by SHA; grievance procedures; resident rights, responsibilities and obligations, rent collection policy, and the operation of heating, plumbing equipment in the units, and any other policies and procedures that affect occupancy.

C. [Dwelling Unit Inspection Policy](#)

1. Preoccupancy: Prior to occupancy, a SHA representative and the tenant, or his/her representative, will inspect the premises. SHA will furnish the tenant a written statement of the condition of the premises and the appliances provided in the dwelling unit. The statement will be signed by the SHA representative and the tenant, or representative, and a copy will be kept in the tenant's file.
2. New Tenant Inspection: After a tenant has occupied the unit for a period of two weeks, they are asked to return an apartment condition form to their manager. This document is used to determine if any conditions were overlooked at the pre-occupancy inspection and if any conditions or need for repairs have occurred since occupancy.
3. Annual: An inspection of all dwelling units will be conducted on an annual basis with a written statement of condition signed by a SHA representative and the tenant or his/her representative.
4. Move-Out: Just prior to a tenant moving out, a SHA representative will inspect the dwelling unit. The tenant is encouraged to participate in the move-out inspection, but must contact the management office prior to move-out to schedule a joint inspection. A written statement of the unit condition will be signed.
 - A statement of repair/replacement charges for tenant caused damages and charges for cleaning of the unit and appliances, if necessary, will be furnished to the tenant and payment will be expected within thirty (30)

days. If the tenant is transferring, payment will be required before the transfer takes place.

5. A copy of the move-in and/or move-out and housekeeping inspection reports will be kept in the tenant file.
6. Annual Housing Quality Standards (HQS) forms will be kept in the unit maintenance file.
7. SHA, in its sole discretion, may conduct follow-up inspections if there is reason to believe that the housekeeping practices of the resident family pose a threat to health or safety of the household or other residents.

D. Rent, Flat Rents, Minimum Rents, Disallowance of Increase in Annual Income, Utility Allowances, Other Charges, and Rent Adjustments

1. Rent: Rent will be calculated using the method and income as determined by HUD regulations.
2. Minimum Rents: For federally funded programs, SHA has established, pursuant to and in compliance with HUD regulations, a \$0.00 minimum rent.
3. Flat Rents: For federally funded programs, SHA has established, pursuant to and in compliance with all HUD regulations, a flat rent. The flat rent for SHA residents is based upon comparable units in the private unassisted rental market. Flat rent is equal to the estimated rent, for which the SHA could promptly lease the public housing unit after preparation for occupancy.

Once per year, the SHA shall give each family the opportunity to choose between paying a flat rent or an income-based rent. Except for financial hardship cases, the family shall not be offered this choice more than once a year.

For families who choose flat rents, the SHA shall conduct a reexamination of family composition at least annually, and shall conduct a reexamination of family income at least once every three years.

If the family chooses to pay a flat rent, the SHA will not pay any utility reimbursement.

4. Disallowance of Increase in Annual Income: A disallowance of increase in annual income is granted a family in certain circumstances as a self-sufficiency incentive, per HUD regulations at 24 CFR 960.255.

A qualified family includes those where a family member's income increases: after being unemployed for one or more years; as a result of increased earnings from participation in an economic self-sufficiency or other job training program; or as a result of new employment or increased earnings during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act.

During the cumulative twelve (12) month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the SHA will exclude from annual income any increase in income of the family member as a result of employment over prior income of that family member.

During the second cumulative twelve month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the SHA will exclude from annual income fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

The disallowance of increased income of an individual family member is limited to a lifetime forty-eight (48) month period in which a maximum twelve (12) month full disallowance is given and a maximum twelve (12) month fifty (50) percent disallowance is given.

5. Utility Allowance: SHA has adopted the SHA Section 8 Program's utility allowance schedule as annually updated in accordance with HUD regulations for SHA developments where tenants pay utilities.
6. Other Charges: In addition to rent, tenants are required to pay for reasonable charges as established by the SHA. Such charges include, but are not limited to SHA costs associated with the following: repairs of tenant-caused damages to SHA property beyond reasonable wear and tear; replacement or duplication of keys; access to a unit when keys have been lost; charges for excess utility consumption (air conditioner); and certain fees associated with legal eviction proceedings.
7. Rent Adjustments: Retroactive rent adjustments are made when it is verified that tenants have been under-paying or over-paying their rent.
8. Federal Income Exclusions

* The SHA has reviewed the income exclusions and the Board of Commissioners has approved the following changes:

- a. Exclude all earned income of all children under the age of twenty-one (21) years, who have a high school diploma or GED.
- b. Exclude, up to a maximum of \$1,000 per year per household, fifty (50) percent of out of pocket cost of tuition, books, supplies, and transportation necessary to participate in full or part-time school for household members eighteen (18) or older who also work a minimum of fifteen (15) hours per week on average. It shall be the responsibility of the family claiming the exclusion to provide documentation that supports this deduction. The documentation shall include a letter from the institution's Financial Aid Office.

VII. RE-EXAMINATION OF INCOME, ADJUSTMENTS AND FAMILY COMPOSITION

A. Annual Re-Examination

1. The income, allowances and family composition of each household shall be re-examined within twelve (12) months of the family's move-in date and no less than once each year thereafter on a rotating schedule as determined by the SHA. Re-examinations determine the tenant's monthly rent, eligibility for continued occupancy and the required unit size. The Somerville Housing Authority follows all pertinent federal regulations in its completion of reexaminations.

For residents of federal public housing who choose flat rents, the SHA shall conduct a reexamination of family composition at least annually and a reexamination of family income at least once every three years.

2. At least ninety (90) days in advance of the scheduled annual re-examination effective date, the head of the household and spouse shall be notified by mail that they are required to complete and sign an application for continued occupancy, provide all specified information, and sign the required Certification forms, the Authorization for Release of Information form .
3. Employment and income data, assets, full-time student status, medical expenses (elderly and disabled families only), child care expense, and handicapped assistance expenses will be verified, documented and placed in the tenant's folder.

Third party written verifications are preferred. Oral third party verifications are acceptable, if properly documented. Obtaining

documents from the tenant and photocopying is an acceptable form of verification when not prohibited by law. When such documents cannot be photocopied, Somerville Housing Authority staff will sign a statement confirming that the verification documents were viewed by recording the document source, date, time, amount, etc. All verifications will be maintained in the tenant's folder.

Verified information will be analyzed and a determination of rent and of the appropriate unit size made.

4. Temporary Rent Determinations and Special Re-examinations: When it is not possible to determine the anticipated annual income with any reasonable degree of accuracy at the time of admission or re-examination, a temporary determination of income and rent will be established, giving due consideration to the tenant's past income and other available information. Examples of undeterminable annual income include temporary and seasonal work, day labor, and zero (0) income.

An interim re-examination will be scheduled to take place within thirty (30) to ninety (90) days, depending on the family's circumstances. The SHA will conduct special/interim re-examinations every ninety (90) days for those tenants with zero income. The tenant is to be notified in writing of the date of the special reexamination

Special re-examinations will continue to be scheduled until a reasonable estimate of the Adjusted Income or Net Household Income can be made. Rents determined at special re-examinations shall be made effective the first of the second month following the rent determinations. Until the final rent determination can be made, the family will pay rent based upon the existing Adjusted Income or Net Household Income.

If the Total Family Income can be reasonably estimated at the time scheduled, the re-examination is to be completed and actions taken as appropriate to adjust the Tenant Rent amount.

5. Changes in Rent

Increases in rent shall be effective on the scheduled re-examination effective date, with reasonable advance notice (generally 30 days), provided the tenant has complied with all reporting requirements. When the tenant has failed to do so, the Somerville Housing Authority may increase the rent retroactive to the re-examination effective date, and the balance of such a retroactive rent adjustment must be paid within thirty days (or by an agreed upon payment plan) of notification. Retroactive charges shall not be made when delays are solely the fault of SHA.

Decreases in rent shall take effect on the first of the month after the month in which the change was reported.

B. SPLIT HOUSEHOLDS

1. In those instances when a family becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new family cannot agree as to which new family unit should take possession of the unit, and there is no determination by a court, the Deputy Director shall consider the following factors to determine which of the families will continue to reside in the unit:

- a. which of the two new family units has custody of dependent children.
- b. which family member was the head of household when the lease was initially signed. (List on the initial application).
- c. The interest of ill, elderly, or disabled family members.
- d. Whether domestic violence was involved in the breakup.
- e. If the sole remaining member of the household are all minors, adult guardian of such minor children may be added to the family composition as the new head of household.

Documentation of these facts is the responsibility of the requesting parties.

C. REMAINING MEMBER OF TENANT FAMILY

To be considered the remaining member of the tenant family, the person must have been previously approved by the SHA to be living in the unit. A live-in aide, by definition, is not a member of the family and will not be considered a remaining member of the family.

In order for a minor child to continue to take possession as a remaining family member, one of the following must occur: A court awards emancipated minor status to the minor; the SHA verifies that the Department of Social Services or a court has arranged for another adult to be brought into the unit to care for the child (ren) for an indefinite period of time; or the family has made informal arrangements for the care of the minors. Where such informal arrangements are made, the SHA shall have the right to screen said adult caretaker(s) in accordance with this Policy but shall not prevent occupancy pending final determination.

A reduction in family size may require transfer to a smaller unit.

D. Interim Reexaminations

1. Reasons for Interim: Any of the changes listed below must be reported to Management within thirty (30) days of their occurrence. Complete verification of circumstances in such cases will be documented. Failure

to report these changes may result in a retroactive rent charge and/or eviction action against the tenant. Tenants must report the following:

- a. Any change in household composition.
 - b. Increases of monthly gross household income of 10% or more.
2. Tenants may report the following changes that would result in a decrease in the family's rent:
- a. Decrease in income expected to last at least 30 days; and
 - b. Increase in allowances or deductions.
3. Effective Dates: For interim reexaminations increases in rent shall become effective on the first day of the second month following the month the change was reported, provided the change was reported within thirty days of its occurrence and the family complies with the verification requirements and completes reexaminations. Decreases in rent shall take place on the first day of the current month in which the change is reported (if reported no later than the fifteenth day of the month). If the change is reported after the fifteenth day of the month, then the rent decrease shall be effective on the first day of the next month after the decrease in the household's adjusted income. The effective dates of changes that are not reported in a timely manner (i.e. within 30 days) are covered in #4 below.
4. Errors/Omissions, Misrepresentations/Failure or Delay in Reporting Changes: (In the interest of brevity, the word "error" is used in this section to represent errors, omissions, misrepresentations, and failure to report changes.) If an error in rent is revealed at any time, proper adjustment will be made to correct the error as follows:
- a. Errors which are the fault of the tenant:
 - Increased rent shall be retroactive to the first day of the month following the date the change occurred.
 - Decreased rent shall be effective on the first day of the month following the month the change was reported.
 - b. Errors not the fault of the tenant:
 - Increased rent shall be made effective the first day of the second month following the date the error was discovered.

- Decreased rent shall be made retroactive to include all periods affected by the error.

E. Changes in Household Composition

1. The tenant is required to report in writing any change in household composition within (30) thirty days of the change.
2. No new household member, except in the case of a new born child, may be added to the tenant's lease unless and until that person has provided the required information to the Somerville Housing Authority and has been determined eligible for admission according to the guidelines specified in Section II of this policy. The Somerville Housing Authority has the right to deny admission to any person found to be ineligible. For specific information on adding household members, please see the SHA's approved Public Housing Add-A-Member Policy and attached as Appendix H.
3. A tenant must provide documentation as required by SHA when reporting that a family member has vacated the household. In the case of an income producing household member, SHA will require at least two (2) documents verifying the new address or other evidence deemed acceptable by SHA. Utility bills, a driver's license, an automobile registration, an employer's verification, or a lease or a rent receipt bearing the family member's name, new address and a date are examples of acceptable evidence. Court papers indicating that a family member has left the household such as a Petition for Dissolution of Marriage, a Petition for an Order of Protection from Abuse, or a Petition for Legal Separation may also be acceptable. Where documentation is not available, the tenant's sworn statement will be acceptable.
4. A tenant eligible for a transfer to a larger or smaller unit as the result of approved changes in household composition may request a transfer and be placed on the master transfer list effective the date the transfer request is approved (see Section VIII). For specific information on adding household members, please see the SHA's approved Public Housing Transfer Policy (attached as Appendix G and Add-A-Member Policy attached as H).

F. Visitors

A tenant household shall not be permitted to have any visitor remain in the unit for more than twenty-one (21) days in any given twelve (12) month period unless otherwise approved by the SHA. Each tenant household shall receive SHA approval prior to adding a member to the household. Written permission must be obtained from the Somerville Housing Authority for any deviation from the occupancy standards listed in this policy.

G. Adding New Family Member(s)

Before any other person, including foster children will be allowed to move in with a tenant family, the Somerville Housing Authority must be notified and the additional person must meet the same screening and processing requirements which apply to all families who seek admission to SHA housing.

H. Foster Children

Tenants are required to report foster children as a new household member and notify the site management office that the unit will become a foster home.

1. If the tenant's unit is approved as a foster home, a DSS Family Resource Worker must notify the SHA Property Manager of the approval, the number of foster children that will be placed, their sex(es) and age(s), and the expected length of time of placement insofar as can be determined.
2. Tenants are required to sign an agreement with SHA stating that use of the dwelling unit as a foster home will not violate SHA occupancy standards and that the foster children residing in the unit must comply with lease obligations.
3. Tenants are required to notify SHA when foster children leave the home. A DSS Family Resource Worker must also notify the property manager of the number and status of the foster children remaining in the home, if any.

VIII. UNIT TRANSFERS

Transfers of tenants from one unit to another will be approved solely to assure consistency with SHA's occupancy standards. Transfers may be denied where tenants are delinquent in rent, have poor housekeeping habits, have caused excessive damage to the current unit being occupied, are currently under legal eviction action, have long standing charges remaining outstanding on their accounts or if the move is determined by the SHA to be detrimental to the Authority's efforts to control infestation. Transfers may not be denied where the tenant is substantially complying with an Agreement for Judgment.

Transfers to other dwelling units shall be made without regard to race, creed, color, gender, familial status, disability or national origin. Tenants shall not be transferred to a dwelling unit of equal size within a development except for transferring a non-

handicapped family residing in a handicap-accessible unit or for alleviating hardships as determined by the Executive Director or designee.

In all instances, a tenant family transferring from one apartment to another is responsible for any costs associated with moving to the new apartment.

A. Initiation of Transfer Requests

Transfer requests may be initiated by:

1. SHA staff following an annual or interim reexamination where a change in family composition is reported (Administrative Transfer); or
2. Tenants when a change in household composition occurs or medical or disability reasons require a transfer (Good Cause Transfer)

Tenant-initiated transfer requests shall be placed on a Transfer List in the order of the date the request is approved. All transfer requests shall be reviewed by the Deputy Director.

3. Tenants, when an elderly household in a family development requests relocation to an elderly development.
4. The Executive Director, when at his/her discretion, there is a compelling reason to transfer the household.

B. Transfers to Larger Units

Transfers to larger units may be approved only when the family size has increased through birth, marriage, legal adoption, award of custody, reconciliation of separated spouses, return of a minor to custody of the household, or for approved medical or disability purposes, or pursuant to the Add-A-Member Policy (Appendix H).

C. Transfers to Smaller Units

Transfers to smaller units are required at any time a decrease in family composition renders the family no longer eligible for the unit size it occupies.

D. Determination of Over- or Under-Housed Situation

SHA will determine if the family is over-housed or under-housed as set forth in the Lease, and will inform the Tenant in writing when a unit of proper size becomes

available. The Tenant will then have to move within thirty (30) days of receipt of a request to do so (Administrative Transfers).

E. Unit Offers

1. Tenants currently occupying a unit too large for the number of family members (see Occupancy Standards) are to be placed on the transfer list maintained by the Somerville Housing Authority. Transfer of over-housed families shall be at the discretion of the Executive Director or his/her designee when it has been determined in the best interest of SHA to do so. Failure to accept a transfer to an apartment of appropriate size is a lease violation and may lead to eviction.
2. Overcrowded tenant families are placed on a transfer request list maintained by SHA. Failure to accept a transfer to an apartment of appropriate size is a lease violation and may lead to eviction.
3. Priority for placement ahead of any other transfer or applicant may be given to administrative transfers including over-housed tenants transferring to smaller units or other tenants in instances when the Executive Director has determined that the Authority's obligations and interest require such a transfer.
4. When a tenant requests a transfer, he or she shall be given seven (7) calendar days to move personal belongings. If the transfer has not been completed and keys to the former unit are returned after seven (7) days, per diem rent for the former unit will be charged until the keys are returned to the appropriate project office.
5. If the tenant refuses a unit offer, the tenant's lease may be terminated in accordance with the Lease, or at SHA's discretion, the tenant can be removed from the transfer list as of the date of refusal and the tenant will be notified in writing. During the entire proceedings, the tenant may avail themselves of his/her rights under the Grievance Procedure.

F. Extended Family

Members of an extended family living in an SHA unit may not be separated into two dwelling units through a transfer application. Specific family members may apply for a separate unit using the application procedures described in this Policy. Members of such a family will receive no preference on the standard waiting list as a result of occupancy in a SHA unit.

IX. TERMINATIONS

A. [Termination Notices](#)

1. The resident must give a written notice to the Somerville Housing Authority of at least thirty (30) days of intent to terminate the lease; provided that where a resident has good cause, the SHA shall waive or shorten this advance notice requirement.
2. If the Somerville Housing Authority terminates the lease, written notice must be given to an adult member of the household as follows:
 - Fourteen (14) days in the case of failure to pay rent, which includes all payments due under the lease.
 - A reasonable time commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of other tenants or employees of the Somerville Housing Authority. The SHA believes that seventy-two (72) hours is reasonable time. Drug related criminal activity constitutes a threat to the health and safety of other tenants and to the health and safety of employees of the Somerville Housing Authority.
 - At least thirty (30) days prior to termination in all other cases.
3. Notice of termination to the tenant shall state reasons for the termination and shall inform the tenant of the right to make such reply as tenant may wish. The notice shall also inform the tenant of the right to examine, prior to hearing or trial, and copy at tenant's expense, the Somerville Housing Authority documents directly relevant to the termination. The notice shall inform the tenant of the right to request a hearing in accordance with the Somerville Housing Authority's Grievance Procedure (if the same is applicable to the dispute involved).

B. [Abandonment of the Unit](#)

1. If the unit appears to be abandoned, then the Somerville Housing Authority will store for fifteen days (15) days any items left on the premises after the tenant vacates (unless the items are perishable or hazardous.)
2. Items unclaimed after fifteen (15) days will be deemed abandoned and may be disposed of by the SHA. The Somerville Housing Authority must keep a list of the disposed items noting the method of disposal. The Somerville Housing Authority may not profit from the disposal of such items.

X. PET POLICY

The SHA has a pet policy conforming to HUD and DHCD regulations see Appendix J. To comply with this policy, a tenant must fully register their animal with the SHA before bringing it onto the premises. Tenants are given a copy of the written policy and registration form and must sign and acknowledge the following:

- a. the right of the SHA to enter the registered pet owner's dwelling unit when there is evidence that an animal left alone is in danger or distress;
- b. receipt of a copy of all animal-related requirements and restrictions administered by SHA;
- c. that failure to abide by any animal-related requirement or restriction constitutes a violation of a SHA tenant's lease and is grounds for lease termination.

XI. POSTING REQUIREMENTS/REVISIONS

A. Posting Requirements

This document must be publicly posted in a conspicuous location in the site offices and must be furnished to applicants and tenants upon request.

B. Revisions

This document may be modified by the Somerville Housing Authority provided that the SHA shall give at least a thirty-day (30) written notice to each affected tenant setting forth the proposed modification, the reasons therefore, and providing the tenant an opportunity to present written comments which shall be taken into consideration by the Somerville Housing Authority prior to the proposed modification becoming effective. A copy of such notice shall be posted in a conspicuous place at the site offices or in a similar central business location within the site.

However, where the proposed modification is significant, then the SHA must comply with the Annual Plan process set forth at 24 CFR Part 903.

XII. REVISION OF OCCUPANCY POLICY RESULTING FROM CHANGES IN LOCAL, STATE, OR FEDERAL LAW OR REGULATION

The provisions of this plan are based upon local, state and federal law and regulation. To the extent that any change in the law or regulation is mandatory (allowing no SHA discretion), the text of the plan will be revised without requirement for administrative processing. By approving this provision, the Board of Commissioners understands that they are approving future automatic revisions responding to mandatory regulatory changes.

XIII. MISREPRESENTATION

The tenant shall be notified in writing if the Somerville Housing Authority finds evidence that the tenant or any adult member of the tenant family has misrepresented facts affecting the family's eligibility or rent. Willful misrepresentation of facts may result in retroactive rent charges, eviction action, and/or criminal prosecution

Section 1001 of Title 18 of the United States Code makes it a criminal offense to knowingly make a false statement to any department or agency of the United States as to any matter within its jurisdiction and establishes penalties or fines up to \$10,000 and/or imprisonment not to exceed five years.

XIV. GRIEVANCE PROCEDURE

The Grievance Procedure sets forth the requirements, standards, and criteria established to assure the residents of SHA an opportunity for a Hearing if he or she disputes any Somerville Housing Authority action or failure to act involving the tenant's lease or Somerville Housing Authority regulations which adversely affect the individual resident's rights, duties, welfare or status.

Each tenant and resident organization shall be given a copy of the Grievance Procedure and it is incorporated into this Policy on Admissions and Continued Occupancy and the Lease by reference.

APPENDIX A

PUBLIC HOUSING ADMISSIONS AND OCCUPANCY POLICY
INCOME LIMITS

HOUSEHOLD SIZE	VERY LOW INCOME 50% OF MEDIAN	LOW INCOME 80% OF MEDIAN
1	\$33,750	\$44,950
2	\$38,550	\$51,400
3	\$43,350	\$57,800
4	\$48,150	\$64,200
5	\$52,050	\$69,350
6	\$55,900	\$74, 500
7	\$59,750	\$79,650
8+	\$63,600	\$84,750

Effective: June 01, 2011

APPENDIX B

**PUBLIC HOUSING ADMISSIONS AND OCCUPANCY POLICY
INFORMAL REVIEW PROCEDURES**

(Applicants Only)

- 1. Applicability
 - A. The Somerville Housing Authority will provide an opportunity for an informal review regarding a decision denying assistance to an applicant, including a decision:
 - 1. Denying placement on the waiting list.
 - 2. Denying participation in the Public Housing Program.
 - 3. Denying a preference in determining eligibility for the Public Housing Program.

The notice of denial shall contain the basis for the determination and will inform the applicant of his/her right to review the file.

- B. The Somerville Housing Authority is not required to provide an opportunity for informal review:
 - 1. To review discretionary administrative determinations by SHA, or to consider general policy issues or class grievances.
 - 2. To review SHA's determination of the number of bedrooms determined under the standards established by the Somerville Housing Authority in accordance with HUD regulations.

- II. Procedures
 - A. The Somerville Housing Authority shall give an applicant prompt written notice of a decision denying assistance to the applicant, including a decision of ineligibility for housing, ineligibility for any of the selection preferences adopted by SHA, or removal from or denying placement on the waiting list. The notice shall also state that the applicant may request in writing an informal review of the decision, and shall describe how to obtain the informal review.

- B.** The applicant must submit a written request for an informal review within twenty (20) days of mailing of notice of the decision denying assistance.
- C.** If the request does not meet the criteria, such as a failure to submit written request within twenty (20) days to be eligible for informal review, the applicant will be promptly notified in writing.
- D.** If the request meets the criteria, an informal review will be scheduled within thirty (30) days of the request.
- E.** The informal review shall be conducted by any person or persons designated by the Executive Director, other than a person who made or approved the decision under review or a subordinate of such person.
- F.** The applicant shall be given an opportunity to present written or oral objections to the Somerville Housing Authority's decision.
- G.** The Somerville Housing Authority shall notify the applicant in writing within fifteen (15) working days after the close of the informal review, of the final decision, including a brief statement of the reasons for the final decision.
- H.** If the Executive Director or his/her designee upholds the previous decision of the SHA, no further internal administrative process is available to the applicant.

APPENDIX C
PUBLIC HOUSING ADMISSIONS AND OCCUPANCY POLICY
GLOSSARY OF TERMS

ANNUAL INCOME

Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporarily non-recurring or sporadic. Annual Income is defined by relevant federal regulations for public housing.

APPLICANT

An applicant is a Family who is seeking assistance through the Public Housing Program and who does not yet have a fully executed lease agreement with the Somerville Housing Authority.

APPLICATION FOR ADMISSION

The written form that is signed and dated by all adult members of the family and which includes information the Somerville Housing Authority needs to determine whether the family can be admitted. The format for this basic information will be developed by the Somerville Housing Authority.

AREA OF OPERATION

The recognized City/County limits which shall not conflict with any other areas of jurisdiction. The areas served by the Somerville Housing Authority consists of the incorporated area of the City of Somerville, MA.

ASSETS

The values of (or equity) in the real property, stocks, bonds, savings accounts or certificates, stocks or merchandise or valuables and other forms of capital investments. (Does not include personal and household belongings and automobiles.) Assets shall include any asset disposed of at less than fair market value within the last two years.

CITIZEN

A citizen or national of the United States.

C.O.R.I.

Criminal offender record information.

DEPENDENT

A member of the family household (excluding foster children, head of household, or spouse) who is under 18 years of age or is a disabled person or is a full-time student.

DISABLED FAMILY

A household residing in or applying for elderly/handicapped housing, consisting of at least one disabled/handicapped person.

DISABLED PERSON

A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) which defines a developmental disability as:

“severe chronic disability that (a) is attributable to a mental or physical impairment or combination of mental and physical impairments; (b) is manifested before the person attains age twenty-two; (c) is likely to continue indefinitely; (d) results in substantial functional limitations in three or more of the following areas of major life activity: (1) self-care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and (e) reflects the person’s need for a combination and sequence of special, interdisciplinary, or generic care, treatment or other services which are of lifelong extended duration and are individually planned and coordinated.”

DISPLACEMENT DUE TO CODE ENFORCEMENT EMERGENCY PREFERENCE

A preference is given to an applicant who is being or who has been displaced within 6 months prior to application. This preference pertains to code enforcement of minimum standards of fitness for human habitation established by the state sanitary code and or local ordinances provided that:

- a. A member of the applicant’s household has not caused or substantially contributed to the cause of enforcement proceedings, and
- b. The applicant has made diligent efforts to remedy the situation by seeking assistance through the appropriate enforcement agencies and /or legal action.
- c. The code enforcement by a government agency has resulted in the condemnation or certification that the dwelling unit is unfit for human habitation, or an order that the unit must be vacated.

DISPLACEMENT DUE TO DOMESTIC VIOLENCE EMERGENCY PREFERENCE

A preference is given to an applicant who can demonstrate that they were displaced from their dwelling unit due to domestic violence within the last 6 months.

DISPLACED BY FIRE/ NATURAL FORCES EMERGENCY PREFERENCE 1A-B

A preference is given to an applicant who has demonstrated that they have been displaced because their dwelling unit was rendered uninhabitable due to:

- a. Fire, not caused by or substantially contributed to by a member of the applicant’s household.
- b. Earthquake, flood, or other natural disaster declared or otherwise formally recognized under the disaster relief laws, or verification by REAC*
* note 10/05 board approval for 1-A.

DISPLACEMENT DUE TO MEDICAL EMERGENCY PREFERENCE

A preference is given to an applicant that can document the following: (within the past six (6) months) The applicant's current housing unit has become unsuitable due to the sudden onset or worsening of an existing illness or injury which poses a severe or medically documented threat to life and safety and the now unsuitable housing is a substantial impediment to treatment or recovery of the applicant or applicant's family member.

DISPLACEMENT DUE TO NO-FAULT EVICTION EMERGENCY PREFERENCE

A preference is given to an applicant who has demonstrated that the applicant: must be the primary tenant of the housing unit and is or within six (6) months will be, evicted pursuant to a court order or judgement in a no fault eviction. In general, evictions for breach of a written or oral letting agreement will not be considered "no fault" evictions. However, where the actions or inactions constituting the breach were beyond the control of the applicant or member of the applicant's proposed household, then eviction shall be considered "no fault". Examples of such "no fault" evictions for lease breach may include the following:

- * Non-payment of rent where:
 - * The tenant is laid off or otherwise loses employment through no fault of his or her own;
 - * A family member who was contributing income toward the rent leaves the household;
 - * A family member who was contributing income toward the rent dies or becomes disabled and unable to work or who is only able to work part-time as a result of disability;
 - * The family's shelter burden is/was in excess of fifty percent of the gross household income

Evictions for property damage or interference with neighbors where such damage or interference was committed by a spouse or adult child who will NOT be occupying the proposed public housing unit.

DISPLACEMENT BY PUBLIC ACTION EMERGENCY PREFERENCE

A preference is given to an applicant who is being displaced within the next 90 days from date of application or who has been displaced within the three years prior to application by:

- a. Any low rent housing project defined in Section 1 of Chapter 121 B of the general laws.
- b. A public slum clearance, urban renewal project, or other public improvement initiated by a government agency.

ELDERLY FAMILY

A family whose head or spouse or sole member is a person who is at least sixty-two (62) or years of age; or two or more persons who are at least sixty-two (62) years of age living together; or one or more persons who are at least sixty-two (62) or years of age living with another who is determined to be essential to their care or well being.

ELDERLY PERSON

A person who is at least sixty-two (62) years of age.

ELIGIBLE

Any elderly or family applicant who has a completed application on file with the SHA and who meets the income/asset criteria.

ELIGIBLE IMMIGRATION STATUS

Documentation and verification of eligible status as defined by HUD.

EXTREMELY LOW INCOME FAMILY

Family whose annual income does not exceed 30 percent of the median income for the area as determined by HUD.

FAIR MARKET RENT

Fair Market Rent is the amount of total rental cost by bedroom size, including utilities as determined by HUD for various federal housing programs.

FAMILY

Family includes but is not limited to:

- a. A family with or without children.
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family;
- g. Two or more persons who live together and are related by blood, marriage or operation of law and/or have evidenced a stable family relationship.
- h. Single person

FEDERAL EMERGENCY PREFERENCE

A Federal Preference status allows an applicant to pass over applicants that have been waiting longer for housing assistance. Preference is granted because their housing situation has been documented as a serious risk. Such an applicant is placed on a preference list that requires a significantly reduced waiting period.

HEAD OF HOUSEHOLD

An adult, eighteen (18) years of age or older, or an emancipated minor, whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding contract.

HOMELESS APPLICANT

“Homeless Applicant” includes any individual or family whom:

- a. is without a place to live or is in a living situation in which there is a significant, immediate and direct threat to the life or safety of the applicant or a household member, which situation would be alleviated by placement in a unit of appropriate size;
- b. has made reasonable efforts to locate alternative housing;
- c. has not caused or substantially contributed to the safety-threatening or life-threatening situation and
- d. has pursued available ways to prevent or avoid the safety-threatening or life-threatening situation by seeking assistance through the courts or appropriate administrative or enforcement agencies.

HUD

The U.S. Department of Housing and Urban Development or its designee.

INS

U.S. Immigration and Naturalization Service or successor agency.

LEASE

A written agreement between SHA and an eligible family for the leasing of a public housing unit.

LIVE-IN-AIDE

A person who resides with one or more elderly persons or near-elderly persons, or persons with disabilities, and who:

- a. Is determined by the Authority to be essential to the care and well-being of the person(s);
- b. Is not obligated for support of the person(s); and
- c. Would not be living in the unit except to provide necessary supportive services.

A live-in aide/personal care attendant does not qualify as the remaining member of a tenant family.

A live-in-aid/personal care attendant is further defined by federal and state regulations.

LOCAL RESIDENT PREFERENCE

- a. An applicant household, whose head, spouse or sole member has a principal residence or place of employment in the city of Somerville, or has been notified that they have been hired to work in Somerville. This excludes persons living temporarily with friends or relatives in Somerville unless the applicant family's last residence and domicile was also in Somerville. In the case of an applicant determined by the SHA to be homeless, the applicant may select one community for local resident preference, either the community from which he or she was displaced through no fault of his or her own or the community in which he or she is certified as homeless.

LOWER INCOME FAMILY

A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD.

MINOR

A person less than eighteen years of age.

MIXED FAMILY

A family whose members include both citizens/eligible immigrants and non-citizens with ineligible immigration status.

NATIONAL

A person who owes permanent allegiance to the U.S. as the result of birth in a U.S. territory or possession.

N.C.I.C

National Crime Information center

NEAR ELDERLY FAMILY

A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62.

NET HOUSEHOLD INCOME

Adjusted Income/Net Household Income is Annual Income minus allowances, exclusions, or deductions, as defined by relevant federal or state regulations for public housing.

NON-CITIZEN

A person who is neither a citizen nor a national.

RESIDENT

A family living in the Somerville Housing Authority's operational jurisdiction, working in the Somerville Housing Authority's jurisdiction or notified that they are hired to work

in the Somerville Housing Authority's jurisdiction. The length of time the family has lived or worked in the jurisdiction may not be considered.

SHA

Somerville Housing Authority

S.O.R.I.

Sex Offender Record Information.

STANDARD APPLICANT

An applicant who's housing situation does not meet the narrowly defined federal preference criteria.

TRANSFER

A move by a tenant family from one SHA apartment to another generally as the result of changes in family composition, which changes the number of bedrooms, required by the family. A transfer may not be used to split an extended family into two households by moving only some members of the family to a second apartment.

UTILITIES

Water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone service and cable TV is not included as a utility.

UTILITY ALLOWANCE

The cost of utilities (except telephone and cable TV) and other housing services for an assisted unit when not included in the tenant rent but is the responsibility of the family occupying the unit. An amount equal to an estimate made or approved by the Somerville Housing Authority or HUD of the monthly cost of a reasonable consumption of utilities for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

VERY LOW INCOME FAMILY

Family whose annual income does not exceed 50 percent of the median income for the area as determined by HUD.

VETERAN

Preference give to a person honorably discharged from the Armed Services of the United States after serving one hundred eighty-one (181) consecutive days or more. To qualify for this preference the applicant must be a veteran, a member of the armed forces of The United States or a dependent family member of a veteran or a service person.

APPENDIX D

PREVENTION OF PROGRAM ABUSE AND FRAUD AND RESPONSIBILITY OF THE SOMERVILLE HOUSING AUTHORITY

INTRODUCTION

The U.S. Department of Housing and Urban Development (HUD) conservatively estimates that 600 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible or are receiving benefits that exceed their legal entitlement. The SHA is committed to assure that the proper level of benefits is paid to all tenants and that housing resources reach only income-eligible families so that program integrity can be maintained.

The SHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the SHA's policies for the prevention, detection and investigation of program abuse and tenant fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the SHA undertake an inquiry or an audit of a tenant family arbitrarily. The SHA's expectation is that tenant families will comply with HUD requirements, provisions of the lease, and other program rules. The SHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations.

However, the SHA has a responsibility to HUD, the community, and to eligible families in need of housing assistance to monitor tenants for compliance with their lease obligations and, when indicators of possible abuse come to the SHA's attention, to investigate such claims.

The SHA will initiate an investigation of a tenant family only in the event of one or more of the following circumstances:

Referrals, Complaints, or Tips. The SHA will follow up on referrals received by mail, by telephone, or in person from other agencies, companies, or persons alleging that a tenant family is in noncompliance with or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the tenant file.

Internal File Review. A follow-up will be made if SHA staff discovers (as a function of a [re]certification, an interim redetermination, or a quality control review) information or facts that conflict with previous file data, the SHA's knowledge of the family, or statements made by the family.

Verification or Documentation. A follow-up will be made if the SHA receives independent verification or documentation that conflicts with representations in the tenant file (such as public record information or reports from credit bureaus or other agencies).

B. STEPS THE SHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The management and occupancy staff will utilize various methods and practices (listed below) to prevent program abuse, noncompliance, and willful violations of program rules by applicants and tenant families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by tenant families.

Things You Should Know (HUD-1140-OIG). This program integrity bulletin (created by HUD's inspector general) will be furnished and explained to all applicants to promote understanding of program rules and to clarify the SHA's expectations for cooperation and compliance.

Program Orientation Session. Mandatory orientation sessions will be conducted by the site manager for all prospective tenants either prior to or upon execution of the lease. At the conclusion of all program orientation sessions, the family representative will be required to sign a program briefing certificate to confirm that all rules and pertinent regulations were explained to them.

Resident Counseling. The SHA will routinely provide tenant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and Explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

Tenant Certification. All family representatives will be required to sign a tenant certification form.

C. STEPS THE SHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The SHA Staff will maintain a high level of alertness to indicators of possible abuse and fraud by assisted families.

Quality Control File Reviews. Prior to initial certification and at the completion of all subsequent recertifications, each tenant file will be reviewed. At a minimum, such review shall examine:

Changes in reported Social Security numbers or dates of birth

Authenticity of file documents

Consistency of signatures with previously signed file documents

Observation. The SHA management and occupancy staff (to include maintenance Personnel) will maintain high awareness of circumstances, which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

Public Record Bulletins. These bulletins may be reviewed by management and staff. State Wage Data Record Keepers. Inquiries to state wage and employment record keeping agencies, as authorized under Public Law 100-628, the Stewart B. McKinney Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

Credit Bureau Inquiries. Credit bureau inquiries may be made (with proper authorization by the tenant) in the following circumstances:

At the time of final eligibility determination

When an allegation is received by the SHA wherein unreported income sources are disclosed.

When a tenant's expenditures exceed his/her reported income and no plausible explanation is given.

D. THE SHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The SHA staff will encourage all tenant families to report suspected abuse to The Program Review Division. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the tenant file. All allegations, complaints, and tips will be carefully evaluated to determine whether they warrant follow-up. Program Review will not follow up on allegations that are vague or otherwise non-specific. They will only review allegations that contain one or more independently verifiable fact(s).

File Review. An internal file review will be conducted to determine whether the subject of the allegation is a tenant of the SHA and, if so, whether the information reported has been previously disclosed by the family. The SHA will then determine whether it is the most appropriate authority to do a follow-up (as compared to police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there are facts contained in the allegation that conflict with file data and that are independently verifiable, the Housing Specialist will initiate an investigation to determine if the allegation is true or false.

E. HOW THE SHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the SHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include the items listed below. In all cases, the SHA will secure the written authorization from the program participant for the release of information.

Credit Bureau Inquiries. In cases involving previously unreported income sources, a credit bureau inquiry may be made to determine whether the financial activity of a family conflicts with the family's reported income.

Verification of Credit. In cases where the financial activity conflicts with file data, a verification of credit form may be mailed to the creditor to determine the source of unreported income.

Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

Neighbors/Witnesses. Neighbors and/or other witnesses who are believed to have direct or indirect knowledge of facts pertaining to the SHA's review may be interviewed.

Other Agencies. Investigators, caseworkers, or representatives of other benefit agencies may be contacted.

Public Records. The SHA will review any relevant public records kept in a jurisdictional Courthouse and registry of deeds. Examples of public records that may be checked are real estate records, marriage and divorce records, uniform commercial code financing statements, voter registration rolls, judgments, court or police records, state wage records, utility records, and postal records.

Interviews with Head of Household or Family Members. The SHA will discuss the allegation (or details thereof) with the head of household or family members by scheduling appointments at the appropriate SHA office.

The SHA staff person who conducts such interviews will maintain a high standard of courtesy and professionalism. Under no circumstances will the management tolerate inflammatory language, accusations, or any unprofessional conduct or language. If possible, an additional staff person will attend such interviews.

F. CONCLUSION OF THE SHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the executive director or designee. It will then be determined whether the facts are conclusive and, if so, whether a violation has or has not occurred.

G. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the SHA will review the facts to determine:

- What type of violation has occurred (procedural noncompliance or fraud)

- Whether the violation was intentional or unintentional

- What amount of money (if any) is owed by the tenant

- Whether the family is eligible for continued occupancy

H. ACTION PROCEDURES FOR VIOLATIONS THAT HAVE BEEN DOCUMENTED

Once a program violation has been documented, the SHA will propose the most appropriate remedy based upon the type and severity of the violation.

Procedural Noncompliance

This category applies when the tenant "fails to" observe a procedure or requirement of the SHA but does not misrepresent a material fact and there is no retroactive rent owed by the family.

Examples of noncompliance violations are:

- Failure to appear at a prescheduled appointment

- Failure to return verification in the time period specified by the SHA

Warning Notice to the Family. In such cases a notice containing the following will be sent to the family:

A description of the noncompliance and the procedure, policy, or obligation that was violated.

The date by which the violation must be corrected or the procedure complied with.

The action that will be taken by the SHA if the procedure or obligation is not complied with by the date specified by the SHA

The consequences of repeated (similar) violations.

Procedural Noncompliance - Retroactive Rent

When the tenant owes money to the SHA for failure to report changes in income or assets, the SHA will issue a notice of underpaid rent. This notice will contain the following:

A description of the violation and the date(s)

Any amounts owed to the SHA

The number of days within which a response must be received

Acknowledgment of the tenant's right to disagree and to request an informal hearing, along with instructions for requesting such a hearing

Tenant Fails to Comply with SHA's Notice. If the tenant fails to comply with the SHA's notice and a material provision of the lease has been violated, the SHA will initiate termination of tenancy.

Tenant Complies with SHA's Notice. When a tenant complies with the SHA's notice the staff person responsible will meet with him/her to explain and discuss the obligation or lease provision that was violated. The staff person will complete a tenant counseling report, give one copy to the family, and retain a copy in the tenant file.

Intentional Misrepresentations

When a tenant falsifies, misstates, omits, or otherwise misrepresents a material fact that results (or would result) in an underpayment of rent by the tenant, the SHA will evaluate whether or not:

The tenant had knowledge that his/her actions were wrong

The tenant willfully violated the lease or the law

Knowledge. This will be evaluated by determining whether the tenant was made aware of program requirements and prohibitions. The tenant's signature on various certifications, the briefing certificate, and the personal declaration are adequate to establish knowledge of wrongdoing.

Willful Intent. Any of the following circumstances will be considered adequate to demonstrate willful intent:

An admission by the tenant of the misrepresentation

Repetition of the misrepresentation

Use of a false name or Social Security number

Admissions of the illegal action or omission by the tenant to others.

Omission of material facts known to the tenant (e.g., employment of the tenant or other household member)

Falsification, forgery, or altering of documents

Uttering and certifying to statements at a rent (re)determination that are later independently verified to be false

The Tenant Conference for Serious Violations and Misrepresentations

When the SHA has established that a material misrepresentation has occurred, a tenant conference will be scheduled with the family representative and the SHA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by the SHA. The purpose of such a conference is to review the information and evidence obtained by the SHA with the tenant and to give the tenant an opportunity to explain any document findings that conflict with representations in the tenant file. Any documents or mitigating circumstances presented by the tenant will be taken into consideration by the SHA. The tenant will be given 14 days to furnish any mitigating evidence.

A secondary purpose of the tenant conference is to assist the SHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the SHA will consider:

The duration of the violation

The number of false statements

The tenant's ability to understand the rules

The tenant's willingness to cooperate and to accept responsibility for his/her actions

The amount of money involved

The tenant's history

The presence or absence of criminal intent

Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, the SHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

Criminal Prosecution: If the SHA has established criminal intent and the case meets the criteria for prosecution, the SHA may:

Refer the case to the local state or district attorney, notify HUD's regional inspector general for investigation (RIGI), and terminate rental assistance.

Administrative/Legal Remedies: The SHA may:

Terminate tenancy and demand restitution in full.

Terminate tenancy and execute an administrative repayment agreement in accordance with the SHA's repayment policy

Terminate tenancy and pursue restitution through civil litigation

Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with the SHA's repayment policy.

Permit continued occupancy at the correct rent and execute an agreement for judgment in a court with jurisdiction.

Notification to Tenant of Proposed Action

The SHA will notify the tenant of the proposed action by certified mail no later than 30 days after the tenant conference.

APPENDIX E

FEDERAL GRIEVANCE PROCEDURE

I. PURPOSE, SCOPE AND APPLICABILITY

A. Purpose - The purpose of this procedure is to ensure that Somerville Housing Authority (SHA) tenants in federally subsidized units have a recognized method for informally resolving disputes with the SHA, and to afford tenants the opportunity for a fair hearing within a reasonable time if the dispute cannot be settled informally.

B. Grievant - Any tenant in federally subsidized public housing who has signed an SHA lease may use this grievance procedure. Any adult person who is listed on the latest continued occupancy form as a member of the tenant household who remains on the premises after the tenant has vacated may also use this grievance procedure.

C. Scope and Applicability

(1) This procedure applies to any dispute which a grievant may have with respect to SHA action or failure to act in accordance with the individual tenant's lease or SHA rules which adversely affect the individual tenant's rights, duties, welfare or status. This procedure does not apply to disputes between tenants not involving the SHA or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between tenants and the SHA Board of Commissioners.

(2) The U.S. Department of Housing and Urban Development (HUD) has determined that the law of the Commonwealth of Massachusetts requires that a tenant must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction. Because HUD has made this determination, the SHA may exclude from this grievance procedure any grievance regarding a termination of tenancy or eviction which involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the SHA, or any drug-related criminal activity on or near such premises. When the SHA is not required to afford the tenant the opportunity for a hearing, and the SHA has decided that it will exclude a grievance from this procedure, the SHA will send the tenant a Notice of Lease Termination that will state that the tenant is not entitled to a grievance hearing, specify the court procedure utilized by the SHA for eviction and state that HUD has determined that this court procedure provides due process, and specify whether the eviction is for criminal activity or drug-related criminal activity. The Notice of Lease Termination will also inform the tenant of the tenant's right to examine SHA documents concerning the termination of tenancy and eviction.

II. THE HEARING PANEL

A. Nominations - The Hearing Panel Pool shall have at least fourteen (14) members. At least two (2) members of the Pool shall be tenants nominated by the Mystic Tenants Association, at least two (2) members of the Pool shall be tenants nominated by the Clarendon Hill Tenants Association, and at least four (4) members of the Pool shall be tenants nominated by the tenants associations in at least three (3) elderly/handicapped buildings. The SHA Executive Director shall nominate four (4) staff members. The remaining two (2) members may not be officers, employees, agents or tenants of the SHA and will be nominated jointly by the tenant and staff members of the Hearing Panel Pool.

B. Notice and Comment - The SHA shall consult the tenants associations before appointment of each Panel Member. Any comments or recommendations submitted by the tenants associations shall be considered by the SHA before the appointment.

C. Appointment and Term - Unless there is cause to reject a nomination, Hearing Panel Pool Members will be appointed by the SHA Board of Commissioners for a term of three (3) years, and may be re-appointed to serve successive terms. Vacancies shall be filled by the same procedure used for designating original members.

D. Composition - Each Hearing Panel will be composed of three (3) members: one (1) tenant, one (1) staff and one (1) independent. Where the grievant is a tenant in family housing, the tenant panel member shall be from a family development other than the one in which the grievant resides, unless no such member is available. Where the grievant resides in elderly/handicapped housing, the tenant panel member shall be from an elderly/ handicapped building other than the one in which the grievant resides, unless no such member is available. The independent member shall be the "presiding officer" of the Hearing Panel. An SHA staff member shall be the Hearing Panel Clerk.

E. Disqualification - Any person who is related to the grievant or who participated in the decision that is the subject of the grievance shall be disqualified from sitting on the Panel for that hearing. Any Panel Member who believes that she/he cannot be impartial in a particular matter may disqualify himself/herself from the Panel for that hearing.

F. Expenses - The SHA shall pay for all supplies, space and clerical staff required by the Hearing Panel. Tenant members shall receive a forty (\$40.00) dollar stipend for every day that they sit on the Hearing Panel.

G. Training - The SHA shall provide the Hearing Panel Pool with training at its expense from time to time. Tenant members shall receive a stipend of forty (\$40.00) dollars per day for each day of training.

III. INFORMAL SETTLEMENT

A. Eviction Cases - Before terminating the tenancy of a tenant, SHA Management will invite the tenant to a private conference to discuss the alleged lease violations and, where appropriate, to attempt to resolve the matter informally. The SHA will provide the tenant with a written notice after the conference which will inform the tenant of the decision and will specify the procedure for requesting a grievance hearing.

B. All other Grievances - A tenant who is aggrieved by any action or inaction of the SHA as described in Paragraph I C(1) above, other than a proposed eviction, may present the grievance orally or in writing at the Manager's Office or at the Administration Building. If the grievance is presented in response to any SHA action, the tenant must present the grievance within ten (10) calendar days from the date of the notice of the SHA action. Management shall meet with the grievant to discuss the matter informally and, if appropriate, settle the grievance without a hearing. A summary of the discussion shall be prepared within a reasonable time and one copy shall be given to the tenant and one retained in the tenant file. The summary shall specify the names of the participants, dates of meeting, nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing may be obtained if the grievant is not satisfied.

IV. PROCEDURES TO REQUEST A HEARING

A. Prerequisite to Hearing Requests - All grievances must be presented pursuant to the informal procedure in Paragraph III above as a condition precedent to a grievance hearing. If the grievant shows good cause why she/he failed to proceed in accordance with paragraph III above, then the Hearing Panel may waive this condition. In order for the Panel to consider the grievant's request, the grievant's written request must include the reasons that the informal procedure was not used and any third party verification or other documents which the grievant wishes the Panel to consider. The Hearing Panel Clerk will forward the grievant's request to the Hearing Panel. If the Hearing Panel decides not to waive the condition, the tenant will be notified in writing. If the Hearing Panel decides to waive the condition, a hearing will be scheduled.

B. Eviction cases - After the tenant is given the opportunity to attend a private conference, if the matter is not resolved, the tenant will be given a notice of termination of the tenancy. The notice will inform the tenant of Management's decision to proceed with eviction and will inform the tenant that she/he may request a grievance hearing in writing within five (5) working days of the date of the notice.

C. All other Grievances - All requests for hearings regarding any action or inaction of the SHA as described in Paragraph I C(1), above, other than a proposed eviction must be presented in writing within ten (10) calendar days of the date of the summary of the informal discussion described in Paragraph III B above.

D. Failure to Request a Hearing - If the grievant does not request a hearing in accordance with Paragraph IV B or IV C above, then the SHA's disposition of the grievance under Paragraph III shall become final, provided that the failure to request a hearing shall not constitute a waiver by the grievant of her/his right thereafter to contest the SHA's disposition of the grievance in an appropriate judicial proceeding.

V. PROCEDURES GOVERNING THE HEARING

A. Before the Hearing

(1) The Hearing Panel Clerk shall give the grievant at least five (5) working days notice of the hearing date which shall be not later than twenty (20) calendar days from receipt of the tenant's request for a hearing.

(2) The grievant and/or her authorized representative shall have adequate opportunity to inspect and copy all SHA documents, including records and regulations that are directly relevant to the hearing. Any document that is not so made available by SHA may not be relied on by SHA at the hearing, and if the grievance concerns a termination of tenancy, the SHA may not proceed with the eviction.

(3) A postponement may be granted by the Hearing Panel because of illness or unavoidable absence of a necessary person, or for other good cause. The Panel may require written verification of the reason for the postponement. Hearings may also be postponed by agreement of the grievant and the SHA.

(4) The grievant or the SHA may arrange, in advance and at their own expense, for a transcript of the hearing. The other party may purchase a copy of such transcript at the actual cost of reproduction.

(5) A grievant who is disabled may request a reasonable accommodation in order to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations or attendants. Visually impaired tenants may request that all notices be in an accessible format. The Hearing Panel may require third party documentation of the disability and the need for accommodation, and the Panel and the SHA shall grant all such legitimate requests.

(6) To request a translator at informal conference and grievance hearing, the tenant must present said request orally or in writing at the Manager's Office

or at the Administration Building at least seven (7) calendar days prior to the scheduled informal conference or grievance.

(7) The SHA shall include in its notice to the tenant the requirement that, at least (3) days prior to the grievance hearing, the SHA shall be allowed to review and copy all documents which the tenant intends to rely upon at such grievance hearing. If the tenant does not make these documents available to the SHA at least three (3) days prior to the grievance hearing, then the SHA may either (1) go forward with the hearing as scheduled (and the tenant may submit and rely upon such documents at the hearing) or (2) seek a postponement of the grievance hearing in order to have time to respond to such documents.

B. The Hearing

(1) The grievant has the following rights:

(a) to be represented by counsel or any other person of her choice, and to have such person make statements on the grievant's behalf.

(b) the right to a private hearing unless the grievant requests a public hearing.

(c) the right to present evidence and arguments in support of the grievance, to controvert evidence relied on by SHA, and to confront and cross examine all witnesses on whose testimony the SHA relies.

(2) If the grievant or SHA fails to appear at a scheduled hearing, the Hearing Panel may decide to postpone the hearing for not more than five (5) business days or may determine that the party has waived the right to a hearing. The Hearing Panel Clerk shall notify both parties in writing of the decision. A decision that the grievant has waived the right to a hearing shall not constitute a waiver of any right the grievant may have to contest the SHA's disposition of the grievance in an appropriate judicial proceeding.

(3) In eviction cases, the SHA presents its case first. In all other hearings, the grievant presents her case first. The Hearing Panel may interrupt either side at any time to ask questions.

(4) The formal rules of evidence are not used at grievance hearings, and any evidence that the Presiding Officer rules relevant will be allowed to be introduced. After both sides have presented their evidence, they will each be allowed the opportunity to make a closing statement.

(5) The Hearing Panel shall require that all participants or spectators at grievance hearings conduct themselves in an orderly fashion. Failure to comply with the directions of the Presiding Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of a disorderly party and grant or denial of the relief sought, as appropriate.

(6) All grievance hearings shall be tape recorded, and the tape recordings shall be kept on file by the Hearing Panel Clerk. The grievant and the SHA will be allowed access to the tape of the hearing by appointment during business hours at the SHA Administration Building.

C. The Hearing Panel's Decision

(1) After the Presiding Officer adjourns the hearing, the Hearing Panel will make their decision in closed session.

(2) A majority vote shall be necessary for any decision by the Hearing Panel.

(3) The decision shall be based solely and exclusively upon the evidence presented at the hearing and upon applicable law and regulations.

(4) The decision shall be in writing, and shall contain the date of the decision and the reasons for the decision.

(5) The Hearing Panel Clerk shall send a copy of the decision to the grievant, her representative, and to the SHA. SHA shall retain a copy of the decision, with all names and identifying references deleted, on file for public inspection.

D. Effect of the Hearing Panel Decision

(1) No tenant may file a subsequent grievance on the same dispute unless facts and circumstances have changed since the hearing. A decision in favor of the SHA shall not, however, constitute a waiver, nor affect in any manner whatever, any rights the grievant may have to a trial or judicial review in court proceedings which may thereafter be brought in the matter.

(2) The decision of the Hearing Panel shall be binding on the SHA, which shall take all actions or refrain from any actions necessary to carry out the decision unless the SHA Board of Commissioners determines, no later than its next regular meeting, and promptly notifies the grievant in writing of its determination that:

(a) the grievance does not concern SHA action or failure to act in accordance with or involving the grievant's lease or SHA rules which adversely affect the grievant's rights, duties, welfare or status; or

(b) the decision of the Hearing Panel is contrary to federal, state, or local law, HUD regulations or the requirements of the annual contributions contract between SHA and HUD.

(3) In all cases where the Tenant has a right to file a grievance on an adverse action proposed by SHA, SHA shall not take the proposed adverse action until the time for the Tenant to file a grievance has expired, and if a hearing was timely requested by the Tenant, until the grievance process has been completed. In eviction cases which are included in this procedure, the tenancy may be terminated, but SHA may not commence an eviction action in court until the completion or termination of the grievance process.

APPENDIX F

Department of
Housing &
Community
Development

MEMORANDUM

To: All Local Housing Authorities
From: Carole E. Collins, Director, and Bureau of Asset Management
Subject: Update of August 30, 1990 Memorandum-Department Policy Regarding
Personal Care Attendants
Date: March 31, 1999

The memorandum of August 30, 1990 concerning personal care attendants (PCAs) directs local housing authorities (LHAs) to obtain verification of whether or not a person with a disability is approved or certified to have a personal care night or live-in attendant through the authority's local Independent Living Center. These are no longer providing this information.

However, LHAs must still verify the need for an overnight or live-in PCA. In order to do this we suggest that you ask anyone expressing a need for a PCA if they pay for the services themselves or if there is an agency that provides funding to them. Most people with disabilities receive funding for PCAs through Medicaid, CommonHealth, the Massachusetts Rehabilitation Commission or the Massachusetts Commission for the Blind. When this is the case, these agencies will "approve" the individual for an overnight PCA. LHAs should ask the applicant to provide documentation from one of these agencies or their "fiscal intermediaries" that they are approved for an overnight PCA.

Generally, the person with the disability is approved by Medicaid (Mass Health) or another payee for certain number of hours of assistance. The approval may or may not include overnight PCA assistance depending on the individual's particular needs.

Some individuals may pay privately or receive payment for a PCA through a private health insurance company but this is less common. If this is the case, the LHA should request documentation from that company or the individual's physician. Regardless of who pays, the person with the disability is in charge. Information that is needed concerning the PCA should be requested of the person with the disability not the PCA.

We would like to take this opportunity to answer some questions that are frequently asked concerning PCAs.

What is a PCA?

A PCA is a person that provides assistance in activities of daily living for persons with disabilities. A PCA performs tasks for people with disabilities similar to those performed by home health aides and homemakers. These might include assistance bathing, toileting, transferring from a bed to a wheelchair or vice versa and many other task with a disability requires assistance.

The biggest difference between a PCA and a home health aide is that home health aides are hired by health care providers (such as Visiting Nurse Associations) to provide personal care for people needing it whereas PCAs are controlled (hired, fired, directed) by the individuals themselves.

What is an overnight PCA?

A live-in PCA lives with the individual who has a disability. From the LHAs perspective, the difference between a live-in and an overnight PCA is simply that the live-in has the same permanent address as the tenant. An overnight PCA who is not a live-in PCA will have a permanent address elsewhere.

LHAs may screen and conduct criminal offender record checks (CORI) for **live-in** PCAs. The same procedures should be followed as the LHA would use when conducting CORI for an applicant to state-aided public housing. The reason CORI can be conducted for the live-in PCA is because the person is going to reside in the development. LHAs cannot screen overnight or daytime PCAs if they do not live in the building.

If an LHA believes that an overnight PCA, who has not been screened by the LHA, is actually living with a tenant, you have to ask the tenant to prove that the PCA is not living with the tenant. The easiest way to prove this is for the PCA to provide proof of his/her permanent address.

Can there be several PCAs that care for the person with disabilities throughout the day?

Yes. Many times a person with disabilities will require and have approval for a live-in PCA, but he/she chooses, or it becomes necessary, to hire two or three people to cover the hourly shifts.

Are a PCAs income and assets included in gross monthly income of the household for the purpose of determining eligibility or rent?

When a person with disabilities has been approved for a live-in PCA, the PCA's income and assets are not included in the determination of the household's eligibility or in the determination of rent. This is provided that the PCA is not a friend or family member.

In the case of a friend or a family member who chooses to live as part of the household of a person with a disability to assist him/her, the eligibility of the family member or friend shall be determined in accordance with the Department's regulation, Eligibility and

Selection Criteria, and the income of the friend or family member shall be used to determine rent in accordance with the regulation, Occupancy Standards and Tenant Participation for State-Aided Housing.

When is a person with a disability qualified for a two bedroom unit?

Persons with disabilities who are certified for overnight PCAs may choose to have the overnight stall live with them. Basically, they choose to have a live-in PCA. If the individual has a live-in PCA, they may apply for a two-bedroom unit. However, they are not required to do this. They may choose to apply for a one bedroom unit. The applicant may ask to be placed on both the one bedroom and two bedroom waiting lists. One of the reasons they may opt for the one bedroom unit is that the waiting list is generally shorter than the waiting list for a two bedroom unit. People with disabilities may qualify for a two bedroom unit for other reasons as well. They may have children which require them to live in a larger unit. In addition, they may request a two bedroom unit as a reasonable accommodation. For example, someone who does not use a live-in attendant but who has a great deal of equipment (extra wheelchairs, special lifts, hospital bed, etc.) may request a second room to accommodate their needs. Whether or not this request is reasonable must be evaluated by the LHA on a case-by-case basis. However, when a person with a disability provides adequate documentation that they are approved for a live-in PCA, they should be provided with a two bedroom unit if they request one.

If you have any questions, please contact your Asset Management Specialist at (617) 727-7130 ext. 665.

APPENDIX G

Somerville Housing Authority

TENANT TRANSFER POLICY

In order to provide a fair, equitable and non-arbitrary transfer policy for the residents of Somerville Housing Authority and to best utilize available units, the Authority will adhere to the following procedures:

1. The Authority will designate transfer applicants within the waiting list ledger for state aided developments and federally aided developments based upon bedroom size; a copy of the waiting list by control number is available at the Tenant Selection Office at 530 Mystic Ave.
2. Transfers will be considered for placement after all priority and/or emergency applicants have been offered units but prior to the offer of units to standard applicants;
3. Administrative Transfers are made at the discretion of the Executive Director at any time for a sound administrative reason.
4. At the time of annual re-certification for tenants in conventional units, the housing manager will notify the Tenant Selection Department of any resident who is either over-housed or under-housed. The resident will then be placed on to the on to the appropriate waiting list ledger and designated as a transfer applicant;
5. Should it be determined that a unit is of appropriate size for a resident, and the resident refuses, without good cause, to move to the next available unit, the S.H.A. may begin eviction proceedings consistent with state and federal regulations and statutes;
6. At any time an eligible resident may request a "good cause" transfer. The resident must complete a transfer application, accompanied by supportive documentation, verifying to the authority, the need for a larger or smaller unit. An eligible resident who requires a transfer to another unit because of a medical emergency must submit a transfer application along with compelling medical documentation which is satisfactory to the authority, stating how the condition could be substantially improved by transferring to another unit;

7. The Tenant Selection Department will immediately date-stamp and assign a control number to all transfer applications; enter them into the proper wait list and promptly provide the "good cause" applicant with a notice of eligibility or ineligibility;
8. When making a transfer for good cause, the S.H.A. shall make one written offer of a unit which is of appropriate unit size and appropriate for the tenant's documented medical needs (if any). A tenant must accept the transfer offer within seven days of the date of the offer. A tenant who fails to accept a transfer offer of a unit of appropriate unit size within seven days shall be removed from the waiting list, if the tenant files a new application with the S.H.A. the tenant shall not be entitled to any priority or preference received on the prior application(s) for a period of three years unless there are mitigating circumstances deemed sufficient by the S.H.A.
9. When a transfer is for good cause is denied or an administrative transfer is ordered, a household member, who has signed the lease, may grieve the decision of the S.H.A. under the grievance procedure, and this shall be the sole administrative remedy provided by the S.H.A.
10. Where possible, the authority endeavors to allow residents to remain in the same development, but will offer to the resident the next appropriately sized unit. No transfers between H.U.D. and D.H.C.D. funded programs are permitted. An application is required.

APPENDIX H

Somerville Housing Authority Public Housing ADD-A-MEMBER POLICY

When a resident wishes to add a new household member to their lease the Somerville Authority will adhere to the following policy.

1. The SHA will process all requests to add new members to a lease in an expeditious manner.
2. A member of a household who has signed the lease may apply to add a new member to their lease by requesting an Add-A-Member Application from their Manager. This application must be fully completed and with proper documentation. One application for each person to be added 10 years of age or older. This must be returned to your Manager.
3. The Tenant Selection Department shall screen the person to be added as an applicant for public housing and shall determine him or her to be qualified or unqualified. A written notification of the decision will be mailed to the tenant.
 - A Criminal Offender Record Inquiry and a Sex Offender Record Inquiry will be conducted on all members to be added, 17 years of age and older.
 - A landlord reference, for the last five years, will be conducted of all members to be added, 18 years and older.
 - New household members must provide evidence of citizenship or eligible immigrant status in order to receive financial assistance. Assistance shall be prorated for households in which the new member does not claim eligible status, or where such status cannot be documented or verified. (Federal only)
4. Upon approval the Tenant and the Housing Authority shall sign a new lease naming the person to be added.
5. If the screening process goes beyond twenty-one (21) days, due to no fault of applicant, the Somerville Housing Authority at its discretion may extend the Add A Member stay beyond twenty-one (21) days. Such extension shall not be unreasonably denied.

6. The Somerville Housing Authority will not approve the addition of new household members if:
 - (a) The new household member does not meet the criteria for admissions under this policy and Section I of the ACOP (for federal public housing) and the state regulations (for state public housing); or
 - (b) The addition of the new household member will cause overcrowding in violation of the State Sanitary Code, and the increase in family size is not the result of birth, changes in custody, adoption, marriage, marital reconciliation, return of the tenant's minor children or parents to the household.

7. In the event that one or more household members are added to a lease, and the unit size for the household increases, the Somerville Housing Authority shall approve an application to transfer the household to a larger unit of appropriate size upon availability, provided that; (1) there are and have been no serious violations of the lease within the past two years; (2) The Tenant is current in rent and maintenance charges and any other fees owed to the authority; and (3) the Tenant is not subject to eviction proceedings or to the terms of an agreement for judgment in a prior eviction proceeding. Where the tenant does not meet the requirements (1), (2), or (3) set forth above, the SHA shall consider mitigating circumstances when determining whether to approve a transfer request.

8. If the request to add the new member is denied, a household member who signed the lease may grieve the decision of the Somerville Housing Authority under the grievance procedure, and this shall be the sole remedy provided by the Somerville Housing Authority.

APPENDIX I

SOMERVILLE HOUSING AUTHORITY

CRIMINAL OFFENDER RECORD INFORMATION POLICY

This policy is adopted pursuant to the Criminal History Systems Board Regulations Governing Request for and Use of CORI by Local Housing Authorities at 803 CMR 5.05.

Somerville Housing Authority employees may be designated to request and use criminal offender record information (CORI) only for purposes of evaluating applicants for public housing. Dissemination of CORI for any other purpose or to individuals not involved in the tenant selection process is expressly prohibited. To ensure that CORI is handled in a lawful fashion, the Somerville Housing Authority has adopted the following guidelines for handling CORI:

1. Applicants will be informed in writing that CORI will be obtained from the Criminal History Systems Board (CHSB).
2. CORI will be obtained for all applicants for public housing who are age 17 or older, including all applicant household members and other persons to be listed on the lease as "authorized occupants" as well as any other persons to be added to this list at a later time.
3. Requests for CORI shall not be made prior to the final application screening process.
4. Requests for and use of CORI shall not have the purpose or effect of discrimination on the basis of race, religion, color, national or ethnic origin, ancestry, age, sex, handicap, sexual orientation, marital status, military status or receipt of public assistance.
5. Employees in the following positions are authorized to submit a written request for CORI to the CHSB on behalf of the Authority:

Executive Director
General Counsel
Director of Rental Assistance & Tenant Selection
Tenant Selection Supervisor

6. Employees in the following positions are directly involved in the decision as to whether an applicant is eligible for public housing and are authorized to handle CORI in the course of their duties:

Executive Director
General Counsel
Director of Rental Assistance & Tenant Selection
Tenant Selection Supervisor
Tenant Selection Clerk/Typist

Employees in these positions shall sign an "agreement of non-disclosure" provided by the CHSB.

7. Only one copy of an individual's CORI shall be kept in the Somerville Housing Authority's files at any time.
8. CORI shall be kept in a separate, locked file cabinet when not being used.
9. CORI shall be destroyed when the applicant to whom it pertains has been housed. If an applicant has been determined ineligible for housing, the applicant's CORI shall be destroyed three (3) years from the date of the application's rejection, or after all administrative and judicial proceedings concerning the rejection are exhausted, whichever is later.
10. No provision of these guidelines shall be construed to prohibit dissemination of CORI by the Somerville Housing Authority in the course of a tenant selection appeal, or other administrative or judicial proceeding in which such CORI is relevant, brought by an applicant against the Authority.
11. The Executive Director, or General Counsel as his designee, shall be responsible for the administration of this Policy.

APPENDIX J

SOMERVILLE HOUSING AUTHORITY PET POLICY AND PROCEDURES

The purpose of the Pet Policy (hereinafter "policy") is to establish rules and guidelines regulating the keeping of "common household pets" in the Somerville Housing Authority (SHA).

Management must approve of any pet except for caged birds and fish. A service animal which is specially trained to assist an individual with a disability in specific activities of daily living (for example, a dog guiding individuals with impaired vision or alerting individuals with impaired hearing) is not considered a pet for which permission to keep is required. When it is kept in a safe and sanitary manner by an individual with a disability to whom the animal gives necessary assistance in activities of daily living, a service animal shall be considered a pet in computing the number of pets kept.

For this policy an example of a "common household pet" includes domesticated animals such as dogs, cats, birds, hamster, gerbil, fish, or turtles. A monkey or snakes is an example of an animal that is not a "common household pet" (hereinafter "pet").

This policy provides that the SHA will not prohibit an elderly or disabled resident from owning and/or keeping a common household pet in their dwelling unit.

This policy is deemed to be an addendum to the residents lease.

A. Ownership of Pets

Because of the vast number of young children residing in the family developments and the threat to personal safety and sanitary conditions, dogs will not be permitted in the Mystic or Clarendon developments. Senior buildings will retain their right to keep a small dog in accordance with the provisions of this policy.

1. Each pet kept in a dwelling unit must be licensed and immunized to the extent required by state or local law. The pet must be restrained while in any common area of the development.
2. Cats or dogs that are kept in dwelling units must be spayed or neutered and certified clean by a veterinarian.

B. Number and Size of Pets

1. A resident may only have one (1) pet at a time. However, any resident that owned more than one cat prior to December 15, 1998 will be permitted to keep a maximum of

two (2) cats. Cats are the only pets that will be recognized as preexisting under this provision.

2. No pet may exceed 30 pounds in weight. **Animals used to assist the disabled are excluded from this size limitation.**
3. Any pet other than a cat or dog must be kept in a cage when in a dwelling unit. No rodents are allowed unless kept in a cage. Fish and turtle tanks are limited to 20 gallons.

C. Financial Obligation of Pet Care

1. Each pet owner must provide adequate daily care to maintain the pet in good health including immunization.
2. Damage to any property within the dwelling unit or common areas that is the direct result of a pet's behavior is the financial responsibility of the pet owner.
3. If an owner is incapacitated to the extent that they cannot provide daily care for the pet, the owner will arrange to provide for the pet's care, either on a temporary or permanent basis, depending on the individual circumstances.

D. Pet Registration

1. All pets must be registered (form SHA-PF) annually with the SHA property manager. Registration must include the following:
 - A. for cats and dogs, veterinary certificate of inoculation;
 - B. for cats and dogs, license information about the pet;
 - c. The name of the person who will care for the pet if the owner dies or becomes incapacitated.

The designated pet caretaker and the pet owner must sign the lease addendum for pets (Form) indicating that they have read the Pet Policy and agree to comply with it.

2. SHA may refuse to register a pet if SHA reasonably determines that the pet owner, because of practices, habits, or physical condition, is unable to keep the pet according to the rules, or if the pet temperament is such that the rules will not be followed. SHA will notify the pet owner in writing within ten (10) business days if registration of pets is refused. The notice will state the basis for the refusal.
3. A resident keeping an unregistered pet is violating Policy rules and will be treated according to the rules in section J of this Policy.

E. Pet Deposit

A pet deposit must be paid upon registration of any cat or dog registered after the implementation date of this policy (March 1, 1999). The pet deposit is \$50.00. A pet owner unable to pay this deposit in full may request a payment agreement. A down payment of \$10.00 will be required for the payment agreement. The pet deposit is refundable when the dwelling unit is vacated or upon removal of the pet if an inspection of the premises reveals no evidence of pet-related damage. Pet damage includes, but is not limited to, grounds cleanup, carpet cleaning and/or replacement if stained, carpet deodorizing, and scratching or clawing damage to any surfaces.

F. Pet Restraints

1. Pets must be restrained at all times when not in the dwelling unit.
2. A pet may not roam loose. Each pet **must be attended** when outside the dwelling unit.
3. Tethering of unattended pets is not allowed.
4. Pets are not allowed in any common areas unless entering or exiting the dwelling unit.

G. Disposal of Pet Wastes

1. Each pet owner is responsible for the immediate removal of all pet waste in a sanitary manner. Disposal must be in waterproof containers to avoid leakage and odor and must be in the manner prescribed by the SHA for each development.
2. Pet owners who fail to remove pet waste will be charged a cleanup fee of \$5.00 per occurrence. Repeated failures to remove pet waste and/or pay cleanup fees are grounds for eviction.

H. Pet Behavior

1. Each pet owner is responsible for the behavior of his/her pet and must control behavior such as noisiness to ensure the peaceful enjoyment of the premises.
2. If there are pet-related disturbances or damages, a notice of lease violation will be issued to the pet owner by the management staff. If the pet owner fails to correct the condition or permits its reoccurrence after notification, SHA may terminate the resident's lease for good cause.
3. In an emergency, when it is necessary for the protection of the pet, other residents, resident's guests, or SHA staff, SHA may immediately remove the pet.
4. Dogs may not be left unattended inside a dwelling unit for more than ten (10) hours. All other pets may not be left unattended for more than 24 hours.

5. In the event of an animal bite or attack on another tenant or pet, the pet owner is solely responsible for any costs arising from the incident.

6. All pets must be housebroken.

I. Visiting Pets

The SHA will not allow visiting pets in any dwelling unit for any period of time unless expressly approved in advance by the management staff.

J. Pet Rule Violation Procedures

If the SHA determines that an owner has violated a provision of the Policy, a lease violation will be issued. Failure to correct any identified problems within ten (10) days, or a repetition of a similar violation occurring within six (6) months, will constitute grounds for eviction. Failure to correct violations of the policy or pay for pet damages will result in removal of the pet and/or termination of the resident's lease.

K. Pet Grievance Panel

A pet grievance committee will be established for the purpose of resolving disputes arising from the SHA pet policy. The pet grievance panel will be comprised of one SHA designee, one resident representative, and a third member agreed upon by these two members. The panel will render written decision based upon majority opinion, based upon material facts, applicable law and regulations.

In cases where appeals are sought, the SHA will directly furnish a list to the tenant concerning information and process necessary to pursue an appeal.

APPENDIX: K

(d) Consideration of request by the Executive Director to approve that the Somerville Housing Authority will grant emergency preference to residents of federal public housing units displaced by Hurricane Katrina.

Upon motion made by Comm. McCallum, seconded by Comm. Bent, it was voted to approve item 9(d).

SO VOTED