



SOMERVILLE HOUSING AUTHORITY

NEW RESIDENT WELCOME PACKET



FEDERAL PUBLIC HOUSING



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LETTER FROM THE EXECUTIVE DIRECTOR

Dear New Resident,

On behalf of our staff, welcome to the Somerville Housing Authority (SHA).

For over 75 years, the SHA has been proud to provide affordable housing to low- and moderate-income families and elderly individuals in Somerville. Currently SHA manages developments across the city, housing over 1,300 residents. Every day our staff works hard to surpass our mission to offer decent, safe and sanitary housing. Through our efforts, we strive to bring you the highest quality housing and services available every day.

To help make your move easier, we're offering this WELCOME PACKET. In addition to your lease, this packet includes essential information you'll need to know as a new resident. In it, you'll find:

- Your Housing Manager's and other key contact information
- Important information including rent payment options, annual and interim recertification information, information if you are a victim of domestic violence & City of Somerville Rights and Resources for Tenants at the end of their tenancy
- Evacuation procedures, Public Safety information & Summer Safety Rules
- Instructions on how to request a work order for repair, air conditioner installation guidelines & laundry room information
- SHA policies outlining your rights and obligations (Tenant Lead Law Notification, Smoke-Free Policy, Parking Policy, Lock-Out Policy & Pet Policy)

Again, we want your move and residency with the SHA to be successful. Please note that your Housing Manager is available to answer any questions regarding your housing. Additionally, our Resident Services Department is available to discuss any concerns or special needs, schedule a visit, or inform you of our SHA resident programs.

We wish you the very best and welcome you to our community.

Sincerely,

Diane L. Cohen

Diane L. Cohen
Executive Director

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RENT PAYMENT NOTICE

Rent is payable to: **SOMERVILLE HOUSING AUTHORITY**

The rent is due on the first (1st) business day of each month. If your rent is going to be late, *you must notify your manager.*

OPTIONS TO PAY YOUR RENT

As a reminder, there are three (3) methods to pay your rent:

1) Mail your check or money order to:

Somerville Housing Authority
P.O. Box 277
Medford, MA 02155

2) Pay in Person at Eastern Bank—cash or check—at:

102 Fellsway West, Somerville
503 Riverside Ave., Medford or
647 Massachusetts Ave., Cambridge

3) Automatic Withdrawal from your bank account:

If you choose this option, please complete the **Automatic Monthly Rent Deduction Form**

BE SURE TO INCLUDE A RENT COUPON WITH YOUR PAYMENTS OR THEY WILL NOT BE PROCESSED!

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ANNUAL RECERTIFICATION & INTERIM RECERTIFICATION REQUIREMENT

ANNUAL RECERTIFICATION

The U.S. Department of Housing and Urban Development (HUD) (**Federal Public Housing & Multifamily Housing**) and Executive Office of Housing and Livable Communities (EOHLC) (**State Public Housing**) requires that SHA review pertinent information as to the Household's income, employment, continued eligibility, and family composition every year to redetermine your rent.

Your housing manager will process your recertification and will send you a reminder notice when it is time for your next recertification interview. Completing your annual recertification is **REQUIRED**. Failure to complete your annual recertification can result in termination of your lease.

INTERIM RECERTIFICATION

To ensure that assisted tenants pay rents commensurate with their ability to pay, tenants must supply information for use in an interim recertification of family income and composition in accordance with HUD and State requirements.

All tenants **must** notify the SHA of:

- A change in family composition: A family member moves out or a family member proposes to move into a unit. (***New members must be screened by SHA and receive written approval prior to moving in.**)
- An increase in a family's cumulative income of \$200 or more a month (**Multifamily Housing**).
- An increase by 10% from the amount contained in the most recent notice of rent determination. (**Federal Public Housing & State Public Housing**)
- An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment.
- A change in citizenship or eligible immigration status of any family members.

All tenants **may** notify the SHA of:

- Decreases in income including, but not limited to, loss of employment, reduction in number of hours worked by an employed family member, and loss or reduction of welfare income.
- An increase in allowances (e.g., number of dependents, a new disability assistance expense, increased medical expenses, higher childcare costs).
- Other changes affecting the calculation of a family's annual or adjusted income including, but not limited to, a family member turning 62 years old, becoming a full-time student, or becoming a person with a disability.

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SHA EMERGENCY EVACUATION PROCEDURES

For your household's safety, please review and follow these SHA evacuation procedures in case of emergency. Make sure you know where the stairways and emergency exits are in your building.

AT ANY TIME, if you SEE FIRE or SEE OR SMELL SMOKE in the building, CALL 911

- **Evacuate** the building using the nearest stairway.

If you HEAR the FIRE ALARM

- **NEVER USE THE ELEVATOR, ALWAYS USE THE NEAREST STAIRWAY.**
- Before you leave, **feel the doorknob and door to see if it is hot.**
- Stand behind the door and open it slowly. Be ready to close it if needed.

If there's a FIRE in YOUR APARTMENT, CALL 911

- **LEAVE IMMEDIATELY.** Do not collect valuables.
- Close the door to the room of the fire and close the door to your apartment.
- **Pull the nearest fire alarm (on the pull box).** Wait for the fire department in the lobby to tell them the exact location of the fire.

If the DOOR is HOT, DO NOT OPEN IT

- Put a wet towel along the bottom edge of the door.
- **CALL 911** and let them know you are still in your apartment.

If SMOKE is TOO HEAVY in the HALLWAY

- **Do not enter the hallway. CALL 911** and let them know you are still in your apartment.

If you smell gas, CALL 911

The SHA maintains a list in each development of disabled residents and those who may need assistance in evacuating the building. This list is made available to the Somerville Fire Department.

Should the building need to be evacuated, the SHA will work with residents to locate alternative lodging with relatives, friends, the Red Cross and other resources.

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REPAIRS and WORK ORDERS

How to Report a Needed Repair in Your Unit or Building

The SHA works hard to ensure everything in your apartment and building runs smoothly. But if you find anything in your apartment or building needs repair, please **CALL SHA MAINTENANCE to report the needed repair, and get a WORK ORDER NUMBER.**

What is a Work Order and Work Order Number?

SHA Maintenance staff generates a work order and a work order number each time residents call to request a repair. A work order describes the nature of the repair and records the date and time of the request. Work order numbers enable SHA staff to easily track each repair. **To ensure problems are addressed promptly, you must get and keep your work order number each time you call to request a needed repair.**

Please DO NOT ask Maintenance staff at your building to make repairs.

*Maintenance workers will **not** make apartment repairs until a work order is created.*

TO REQUEST REPAIRS OR REPORT AN EMERGENCY MAINTENANCE ISSUE

Call **617-625-4522.**

Get a WORK ORDER NUMBER.

Staff response for requested repairs should be no more than 14 days.

Staff response for emergency repairs should be within 24-48 hours.

If maintenance does not respond to your problem within a reasonable amount of time, please call SHA Management at 617-625-1152.

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AIR CONDITIONER POLICY

- Air conditioners may be installed beginning on **May 1st**.
- A window mounted air conditioner is not allowed in a room that has only one window, due to emergency egress requirements.
- Air conditioners may only be installed on the lower part of the window.
- Air conditioners must be removed no later than **November 1st**. You may keep an air conditioner year-round if:
 - Your building has a “built in” air conditioner opening.
 - You or someone in your household has an SHA-approved reasonable accommodation due to a disability or medical reason.

AC INFORMATION FOR ELDERLY DEVELOPMENTS:

BRADY TOWERS, BRYANT MANOR, CIAMPA MANOR, CORBETT APARTMENTS, HAGAN MANOR HIGHLAND GARDEN, PROPERZI MANOR, WESTON MANOR

- Please **do not** attempt to install your air conditioner yourself. Air conditioners should not be installed by you or a family member.
- SHA Maintenance will install your air conditioner for you. Please place a work order by calling (617) 625-4522.

AC INFORMATION FOR FAMILY DEVELOPMENTS:

MYSTIC VIEW, MYSTIC RIVER, SYCAMORE STREET, FOUNTAIN AVENUE

- For a \$25 fee, SHA Maintenance will install an air conditioner for you. Please call (617) 625-4522 to request a work order.
- Air Conditioners must be installed safely. The Air Conditioner Policy & Instructions are available on www.sha-web.org. Click on “Policies and Procedures,” then click on “AC Installation.” Your housing manager can also provide these instructions.
- SHA will inspect the installation. Notify your housing manager the next business day upon installation to schedule an inspection.
- Air conditioners not properly installed will be removed. If removed, you will have to pay a \$25 fee for reinstallation by SHA staff.

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REUSABLE & RELOADABLE LAUNDRY CARDS & KIOSK

How it works:

- *A reusable smart card stores a dollar balance
- *To start a machine, apply care to the card reader
- *To reload the balance, use the Value Add Center kiosk
- *Supported by online management and convenience apps

The kiosk will accept:

- *Credit/Debit Cards (EMV/Chip Cards accepted)
- *Mobile Wallet (ApplePay/AndroidPay)

Aquí te explicamos cómo funcionará:

- * Con una tarjeta inteligente reutilizable, tendrás un saldo en dólares para usar en las máquinas.
- * Para comenzar a usar una máquina, simplemente desliza tu tarjeta en el lector.
- * Para recargar tu saldo, usa el kiosco del Centro de Recarga.
- * Además, puedes administrar todo en línea o con prácticas Apps.

El kiosco aceptará:

- * Tarjetas de crédito/débito (también se aceptan tarjetas con chip EMV).
- * Wallet (ApplePay/AndroidPay)

Kijan li fonksyone:

- *Yon kat ou kapab itilize plizyè fwa ki gen yon pis elektwonik, estoke kòb ou genyen sou kont ou a an dola
- *Pou ou demare yon machin, fè atansyon ak lektè kat la
- *Pou w rechaje kont ou, itilize kyòs Value Add Center la
- * Li baze sou jesyon anliy ak sou aplikasyon Pratik

Kyòs la ap aksepte:

- *Kat Kredi/Debi (Kat EMV/Kat ki gen pis elektwonik)
- *Bous mobil (ApplePay/AndroidPay)

Como funciona:

- *Um cartão inteligente reutilizável armazena um saldo em dólares
- *Para ligar uma máquina, coloque o cartão no leitor de cartões
- *Para recarregar o saldo, utilize a instalação do Centro de Soma de Valores (Value Add Center)
- *Apoiado por aplicativos de gerenciamento online e conveniência
- A instalação aceitará:
 - *Cartões de Crédito/Débito (Cartões de EMV/Chip são aceitos)
 - *Carteira Móvel (Mobile Wallet - ApplePay/AndroidPay)



Card and card readers use contactless technology. No inserts, no wear-and-tear. Simply place and present the card.

Nuestras tarjetas y lectores funcionan con tecnología sin contacto (contactless). No hay necesidad de insertarlas ni preocuparse por el desgaste. Simplemente acerca tu tarjeta.

Kat yo ak lektè kat yo itilize teknoloji san kontak. Pa gen kote pou foute kat la, pa gen andomajman. W ap sèlman plase epi prezante kat la.

Cartões e leitores de cartões utilizam tecnologia sem contato. Sem inserções, sem desgastes. Simplesmente coloque e apresente o cartão.



If you have any questions, please contact your Housing Manager.
Si tienes alguna pregunta, no dudes en ponerte en contacto con tu Administrador de Vivienda.
Si ou genyen kesyon, tanpri kontakte jesyonè lojman ou an.
Se tiver dúvidas, entre em contato com seu Gerente de Habitação.

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PUBLIC SAFETY NOTICE

The mission of the Somerville Housing Authority's Public Safety Department is to assist residents in maintaining a safe and secure living environment. Our Public Safety Department is located at **35 Memorial Road, Somerville, Massachusetts**. Currently, we have one or two police officers working every shift. An Officer is on duty from 10:00 am to 6:00 p.m. and another from 5:00 p.m. to 1:00 a.m. on weekdays.

The SHA's Public Safety Department works closely with the Somerville Police Department to ensure the safety of our residents. **If there is a crime in progress or an emergency, please call 911.** The Somerville Police Department will dispatch the appropriate response to your complaint.

Public areas of some buildings are under constant video monitoring. Viewing of live and archival film may be reviewed by security and management staff and under certain circumstances may be provided to authorities.

If there is an on-going security or safety problem in your building such as vandalism, unwanted guests in the hallways or suspected drug activity, help us maintain a safe environment by calling your Housing Manager, a Public Safety Officer, or the SHA TIP LINE AT 617-628-1258. This line is checked for messages during Public Safety hours and is for non-emergencies only. Callers may remain anonymous. You do **NOT** have to leave your name, and we do not have caller ID on this phone. Please leave as much detail as you can. If you have a non-emergency situation you can call the SHA Public Safety Department during normal business hours.

Get involved and help protect your environment! Statistics have shown that an effective deterrent to crime is resident involvement. When individuals in a neighborhood look out for each other and communicate with law enforcement crime goes down. This does not require you to carry any weapons, nor does it require you to apprehend any suspicious looking individuals. However, it does require each resident to be more active in reporting suspicious activities or persons to the proper authorities. Therefore, we encourage each resident to know his or her neighbors and become alert to suspicious persons or activity on the property.

Feel free to contact the SHA with your questions concerning parking, security, crime prevention, fire prevention and disaster preparation.

Telephone: 617-625-1152
Fax: 617-628-7057
TDD/TTY: 617-628-8889
ANONYMOUS TIP LINE: 617-628-1258



Public Safety staff:

Director of Public Safety Daniel Meade
Investigator Sean Browne
Investigator William Rymill
Investigator Michael de Bethencourt

Ext. 338
Ext. 339

danm@sha-web.org
seanb@sha-web.org
williamr@sha-web.org
michaeld@sha-web.org

IMPORTANT PUBLIC SAFETY TIPS & INFORMATION

- Always deadbolt/lock your door when you're home and lock your door and windows when you go out.
- If you find doors wedged open, dislodge them and close and lock them.
- Report any suspicious activity in your hallway to Public Safety of the Somerville Police Department.
- In buildings with a doorbell system, do not let strangers in.
- Tell your visitors to always ring your doorbell to gain entry to your unit.
- If you notice any hazardous or potentially unsafe conditions such as broken locks or hallway lights out, report this to the Maintenance Department at 617-625-4522.
- Make sure to register your household's vehicle(s) with your Housing Manager to obtain a SHA parking sticker.
- Any vehicle without a SHA parking sticker or illegally parked will be ticketed and/or towed at the owner's expense.
- City of Somerville parking rules are enforced by Public Safety.
- Ensure your visitors are parked in assigned visitor parking area(s) at each development. SHA does not issue or recognize any Visitor Passes on any of our properties.
- Remember to take your house keys with you. Residents requiring lock-out services after their **second** lock-out will be charged a fee for each lock-out service rendered.
- When having guests over, refrain from illegal acts, making excessive noise or any other activity that can affect the peaceful enjoyment of the premises by other residents.
- Parents should always be aware of their children's activities and will be held responsible for their actions.
- All sports activities are forbidden between family development buildings and must be conducted in designated areas, playgrounds, or parks.
- Residents are **prohibited** from smoking in their units, building hallways, community rooms or administrative offices.
- Tampering, blocking, or disabling a smoke detector is prohibited and against the law.
- When the fire alarm rings, always assume it is not a drill and evacuate quickly and immediately.
- When moving into any apartment, locate the closest escape route and designate a location away from the building for your family to meet.

**For more information about SHA Policies, please visit our website at
www.sha-web.org**

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SUMMER SAFETY RULES

SWIMMING POOLS:

- Only small tot-sized pools are allowed.
- Pool must be placed on a paved surface and never on grass areas.
- Pools **must** be carefully emptied into storm drains when not in use.
- Pools **must** be removed from the grounds/common areas by 10:00 p.m.
- Children should **never** be left unattended.
- After the pool has been filled, the water **must** be turned off.
- Sprinklers and hoses with constantly running water are **not** allowed.
- Due to water costs and conservation efforts, SHA will monitor and may restrict exterior water usage.
- Tenants may be held liable for damages caused to SHA property due to improper water use and SHA reserves the right to discontinue exterior water usage.

COOKOUTS:

- Propane (gas) grills are allowed on SHA property, but **the location must be approved by SHA. The grill must be secured and stored outside. SHA reserves the right to immediately remove any grill it deems to be unsafe or inappropriately stored.**
- Do **not** store propane tanks in hallways, apartments, basements, automobiles. **It is strictly prohibited.**
- **Charcoal grills are not allowed.**
- Cookouts are allowed **only** in the back entrance areas.
- Hot grills **must** be always supervised by an adult.
- **No alcohol** can be consumed outside, not even when placed in glasses or cups. **It is illegal.**

NOISE/PARTIES:

- Stereos, Bluetooth speakers and televisions should **not** be heard outside of your apartments, regardless of the time of the day.
- Your guests should be quiet coming in/out of the apartment and SHA property.
- Quiet hours begin at 10:00 p.m.
- Respect your neighbors, be polite and do **not** force your neighbor to call the police.

FIREWORKS:

- Fireworks **are illegal and are not allowed** in the development at any time.

AIR CONDITIONERS:

- Air Conditioners **must be** installed safely. Residents may request SHA to install for a \$25.00 fee or ask for installation directions from SHA Maintenance staff. **Air conditioners not properly installed will be removed.** If removed, tenants will be required to pay a \$25.00 fee for reinstallation by SHA staff.

Thank you for your cooperation.
Please call your Housing Manager if you have any questions about these Safety Rules.

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TENANT LEAD LAW NOTIFICATION

What lead paint forms must owners of rental homes give to new tenants?

Before renting a home built before 1978, the property owner and the new tenant must sign two copies of this Tenant Lead Law Notification and Tenant Certification Form, and the property owner must give the tenant one of the signed copies to keep. If any of the following forms exist for the unit, tenants must also be given a copy of them: lead inspection or risk assessment report, Letter of Compliance, or Letter of Interim Control. This form is for compliance with both Massachusetts and federal lead notification requirements.

What is lead poisoning and who is at risk of becoming lead poisoned?

Lead poisoning is a disease. It is most dangerous for children under six years old. It can cause permanent harm to young children's brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavior problems. Young children are more easily and more seriously poisoned than others, but older children and adults can become lead poisoned too. Lead in the body of a pregnant woman can hurt her baby before birth and cause problems with the pregnancy. Adults who become lead poisoned can have problems having children, and can have high blood pressure, stomach problems, nerve problems, memory problems and muscle and joint pain.

How do children and adults become lead poisoned?

Lead is often found in paint on the inside and outside of homes built before 1978. The lead paint in these homes causes almost all lead poisoning in young children. The main way children get lead poisoning is from swallowing lead paint dust and chips. Lead is so harmful that even a small amount can poison a child. Lead paint under layers of nonleaded paint can still poison children, especially when it is disturbed, such as through normal wear and tear and home repair work.

Lead paint dust and chips in the home most often come from peeling or chipping lead painted surfaces; lead paint on moving parts of windows or on window parts that are rubbed by moving parts; lead paint on surfaces that get bumped or walked on, such as floors, porches, stairs, and woodwork; and lead paint on surfaces that stick out which a child may be able to mouth such as window sills.

Most lead poisoning is caused by children's normal behavior of putting their hands or other things in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. A child can also get lead from other sources, such as soil and water, but these rarely cause lead poisoning by themselves. Lead can be found in soil near old, lead-painted homes. If children play in bare, leaded soil, or eat vegetables or fruits grown in such soil, or if leaded soil is tracked into the home from outside and gets on children's hands or toys, lead may enter their bodies. Most adult lead poisoning is caused by adults breathing in or swallowing lead dust at work, or, if they live in older homes with lead paint, through home repairs.

How can you find out if someone is lead poisoned?

Most people who are lead poisoned do not have any special symptoms. The only way to find out if a child or adult is lead poisoned is to have his or her blood tested. Children in Massachusetts must be tested at least once a year from the time they are between nine months and one year old until they are four years old. Your doctor, other health care provider or Board of Health can do this. A lead poisoned child will need medical care. A home with lead paint must be deleaded for a lead poisoned child to get well.

What kind of homes are more likely to have lead paint?

In 1978, the United States government banned lead from house paint. Lead paint can be found in all types of homes built before 1978: single-family and multi-family; homes in cities, suburbs or the countryside; private housing or state or federal public housing. The older the home, the more likely it is to have lead paint. The older the paint, the higher its lead content is likely to be.

Can regular home repairs cause lead poisoning?

There is a danger of lead poisoning any time painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Special care must be taken whenever home repair work is done. No one should use power sanders, open flame torches, or heat guns to remove lead paint, since these methods create a lot of lead dust and fumes. Ask the owner of your home if a lead inspection has been done. The inspection report will tell you which surfaces have lead paint and need extra care in setting up for repair work, doing the repairs, and cleaning up afterwards. Temporarily move your family (especially children and pregnant women) out of the home while home repair work is being done and cleaned up. If this is not possible, tape up plastic sheets to completely seal off the area where the work is going on. No one should do repair work in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning happen each year from home repair work.

What can you do to prevent lead poisoning?

- Talk to your child's doctor about lead.
- Have your child tested for lead at least once a year until he/she is four years old.
- Ask the owner if your home has been deleaded or call the state Childhood Lead Poisoning Prevention Program (CLPPP) at 1-800-532-9571 or www.mass.gov/dph/clppp. You can also check with your local Board of Health.
- Tell the owner if you have a new baby, or if a new child under six years old lives with you.
- If your home was deleaded, but has peeling paint, tell and write the owner. If he/she does not respond, call CLPPP or your local Board of Health.
- Make sure only safe methods are used to paint or make repairs to your home, and to clean up afterwards.
- If your home has not been deleaded, you can do some things to temporarily reduce the chances of your child becoming lead poisoned. You can clean your home regularly with paper towels and any household detergent and warm water to wipe up dust and loose paint chips. Rub hard to get rid of more lead. When you are done, put the dirty paper towels in a plastic bag and throw them out. The areas to clean most often are window wells, sills, and floors. Wash your child's hands often (especially before eating or sleeping) and wash your

child's toys, bottles and pacifiers often. Make sure your child eats foods with lots of calcium and iron and avoid foods and snacks that are high in fat. If you think your soil may have lead in it, have it tested. Use a door mat to help prevent dirt from getting into your home. Cover bare leaded dirt by planting grass or bushes, and use mats, bark mulch or other ground covers under swings and slides. Plant gardens away from old homes, or in pots using new soil. Remember, the only way to permanently lower the risk of your child getting lead poisoned is to have your home deleaded if it contains lead paint.

How do you find out where lead paint hazards may be in a home?

The only way to know for sure is to have a lead inspection or risk assessment done. The lead inspector will test the surfaces of your home and give the landlord and you a written report that tells you where there is lead in amounts that are a hazard by state law. For interim control, a temporary way to have your home made safe from lead hazards, a risk assessor does a lead inspection plus a risk assessment. During a risk assessment, the home is checked for the most serious lead hazards, which must be fixed right away. The risk assessor would give the landlord and you a written report of the areas with too much lead and the serious lead hazards. Lead inspectors and risk assessors have been trained, licensed by the Department of Public Health, and have experience using the state-approved methods for testing for lead paint. These methods are use of a sodium sulfide solution, a portable x-ray fluorescence machine or lab tests of paint samples. There is a list of licensed lead inspectors and risk assessors at www.mass.gov/cph/clppp.

In Massachusetts, what must the owner of a home built before 1978 do if a child under six years old lives there?

An owner of a home in Massachusetts built before 1978 must have the home inspected for lead if a child under six years old lives there. If lead hazards are found, the home must be deleaded or brought under interim control. Only a licensed deleader may do high-risk deleading work, such as removing lead paint or repairing chipping and peeling lead paint. You can get a list of licensed deleaders from the state Department of Labor and Workforce Development. Deleaders are trained to use safe methods to prepare to work, do the deleading, and clean up. Either a deleader, the owner or someone who works for the owner who is not a licensed deleader can do certain other deleading and interim control work. Owners and workers must have special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor checks the home. He or she may take dust samples to test for lead, to make sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or Letter of Interim Control. After getting one of these letters, the owner must take care of the home and make sure there is no peeling paint.

What is a Letter of Compliance?

It is a legal letter under state law that says either that there are no lead paint hazards or that the home has been deleaded. The letter is signed and dated by a licensed lead inspector. What is a Letter of Interim Control? It is a legal letter under state law that says work necessary to make the home temporarily safe from serious lead hazards has been done. The letter is signed and dated by a licensed risk assessor. It is good for one year but can be renewed for another year. The owner must fully delead the home and get a Letter of Compliance before the end of the second year.

Where can I learn more about lead poisoning?

<p>Massachusetts Department of Public Health Childhood Lead Poisoning Prevention Program (CLPPP)</p> <p>(For more copies of this form, as well as a full range of information on lead poisoning prevention, tenants' rights and responsibilities under the MA Lead Law, how to clean lead dust and chips, healthy foods to protect your children, financial help for owners, safe deleading and renovation work, and soil testing.)</p> <p>1-800-532-9571 or 781-774-6611 www.mass.gov/dph/clppp</p> <p>Massachusetts Department of Labor and Workforce Development (List of licensed deleaders) 617-626-6960</p>	<p>Your local lead poisoning prevention program or your local Board of Health, www.mhoa.com/roster/htm</p> <p>U. S. Consumer Product Safety Commission (Information about lead in consumer products) 1-800-638-2772 or www.cpsc.gov</p> <p>U.S. Environmental Protection Agency, Region I (Information about federal laws on lead) 617-918-1328 or www.epa.gov/lead</p> <p>National Lead Information Center (General lead poisoning information) 1-800-424-LEAD (or 5323)</p>
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SMOKE-FREE POLICY

1. Purpose. The purpose of the Somerville Housing Authority (SHA) Smoke-Free Policy is to mitigate irritation and known health effects of secondhand smoke for residents, guests, contract workers and SHA employees. In addition, the smoke-free policy is intended to decrease the risk of fire in SHA units and reduce the cost of maintenance and cleaning resulting from smoking.

2. Definition of Smoking: Smoking is defined as the ignition and burning of tobacco leaves or marijuana such as (but not limited to) cigars, cigarettes, pipes, and waterpipes (hookahs). In addition, smoking shall include the use of E-cigarettes and similar products by which vapor is inhaled.

3. Smoke Free Areas: On September 1, 2016, all buildings on SHA property became smoke free buildings. All living units and interior areas, including but not limited to community bathrooms, lobbies, community rooms, laundry rooms, hallways, stairways, elevators, the Mystic Activity Center, management and administrative offices, balconies, entryways, hallways, porches are designated as smoke-free. Also designated as smoke-free areas are SHA walkways, lawns and parking areas within 25 feet of building windows or doors, and all playgrounds and tot-lots located anywhere on all SHA property.

The Somerville Housing Authority staff, contractors, current residents, all guests, and all new residents of the Somerville Housing Authority shall not smoke, nor permit anyone to smoke, in smoke-free areas except that, notwithstanding the provisions above, residents and their guests shall be permitted to use E-cigarettes and similar products by which vapor is inhaled in their own living units.

4. Smoking Areas: The Somerville Housing Authority staff, contractors, current residents, all guests, and all new residents of the Somerville Housing Authority are permitted to smoke on SHA property beyond 25 feet of building windows, building doors, playgrounds and tot-lots. In any SHA development where there is no area greater than 25 feet from the building windows, doors, playgrounds, and tot-lots, then the SHA shall designate (after consultation with residents) one or more well-lit smoking areas for the residents and guests of that development. The SHA will post signs indicating these designated smoking areas. Smoking shall also be permitted on city-owned sidewalks regardless of the number of feet from SHA buildings and playgrounds.

5. Resident Report of Suspected Violation: If a resident or SHA employee notices or observes a violation of this policy, they may submit a voluntary report to the Housing Manager as soon as possible. Management will seek the source of the smoke and take appropriate action.

6. Promotion of this Smoke Free Policy: The SHA will post no-smoking signs and promote this policy in meetings and discussions with residents and enforce compliance with this policy. There will be smoking cessation information available for all residents that will provide information on outside smoking cessation programs, tips on how to quit, and informational pieces about what support one can expect from insurance providers. The Somerville Housing Authority will support and work with resident councils or resident groups who may wish to use community rooms within developments to hold non-smoking support groups for residents. New residents will be given a copy of the smoke free policy and will be required to sign a smoke free lease addendum at the time of lease up. This will be kept in the resident's file. Current residents will be provided with a copy of this Smoke Free Policy and will be required to sign a smoke free Lease Addendum. This will be kept in the resident's file, with a copy provided to the resident.

7. Lease Enforcement of the Smoke-Free Policy: Head(s) of Household will sign a Lease Addendum and agree that all members of the household and all guests of the household will abide by the Smoke-Free Policy. Each Head-of-Household will be responsible for ensuring that all household members,





their visitors and their guests adhere to the Smoke-Free Policy. A breach of the Smoke-Free Lease Addendum constitutes a breach of the lease and grounds for initiation of the enforcement remedies.

Residents in breach of this policy will receive a written warning for the first offense and a written warning and private conference with management for the second offense. At the private conference, the SHA shall inform the resident that the SHA may install a smoke detection device in the resident's apartment. Should the resident refuse access to the SHA to install the device, damage the device after SHA installation, or continue to smoke after the said device is installed, the SHA may issue the resident a thirty (30) day notice to quit to begin the process to evict the resident. The SHA shall not rely upon the device readings as the sole evidence that smoking is continuing in the apartment.

Upon the third violation, the SHA will begin eviction proceedings by serving a written notice to quit. Residents shall have the right to file a grievance in the time allotted under the SHA's grievance policy if the matter is not otherwise resolved to the satisfaction of the Resident.

The Housing Manager and/or Resident Services will share cessation resources with the resident through all enforcement steps. The SHA will only pursue eviction in court as a last resort.

8. Somerville Housing Authority/Landlord is not a guarantor of a smoke-free environment. The SHA's adoption of a smoke-free policy does not make the SHA or any of its managing agents the guarantor of the resident's health or the smoke-free condition of the resident's unit and common areas. However, the SHA shall take reasonable steps to enforce the smoke-free terms of its leases and to make the non-smoking areas as smoke-free as is reasonably possible. The SHA will address violations of this policy upon the SHA's actual knowledge of said smoking or if the SHA has been given notice of said smoking and said notice can be substantiated.

9. Disclaimer by Somerville Housing Authority/Landlord. The SHA's adoption of a smoke-free policy does not in any way change the standard of care that the SHA or managing agent would have to a resident household to render buildings and premises designated smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. The SHA specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. The SHA cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. The SHA's ability to police, monitor, or enforce the agreements of the Smoke-Free Lease Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests, as well as by all residents and guests in other parts of the smoke-free area. Residents with respiratory ailments, allergies or a physical or psychological condition relating to smoke are put on notice that the SHA does not assume any higher duty of care to enforce the smoke-free lease addendum than any other SHA obligation under the Lease.



PARKING POLICY

All vehicles parked on Somerville Housing Authority (SHA) property must display a Somerville Housing Authority parking sticker on the lower left front windshield. SHA parking stickers are valid only at the development in which the resident lives. Cars parked on SHA property from 9 P.M. to 7 A.M. without a SHA sticker will be ticketed and/or towed.

SHA permit parking stickers are issued by the Housing Manager. Only authorized household members of a SHA household with a current, valid driver's license can obtain a SHA parking sticker. *Each household may be issued **no more than two (2) parking stickers** per household.* A second parking pass will only be issued for an additional household member with a valid driver's license. *Any household granted more than two (2) parking passes prior to the amendment of this Policy will be allowed to retain their current number of passes. Should any excess passes be revoked, no additional passes will be reissued for any reason.*

Residents are required to provide a copy of their registration and driver's license annually. Failure to supply the required information will result in revocation of their parking sticker.

Parking Pass Eligibility:

- Passenger vehicles
 - Registration must display the insurance carrier and the resident's address as the principal place of garaging
- Rental cars for the temporary use
 - Authorized household members, only.
Note: Issued ONLY for the duration of the Rental.

Parking Pass Ineligibility:

- Vehicles displaying commercial license plates, registered for commercial use or displaying a business name or logo will not be issued a parking permit and are not allowed to park on SHA property. *Note: Exceptions may be made for vehicles garaged on SHA property or for a business registered from an SHA address.*

SHA Management must be notified immediately when a vehicle's license plates are changed or a new vehicle is acquired, even if the household has already been issued a parking sticker. **The SHA reserves the right to revoke parking stickers if the vehicle is unregistered or uninsured, if an inspection rejection sticker has gone beyond the sixty (60) day limit or if there are multiple motor vehicle infractions committed on SHA property.**

TEMPORARY PERMITS:

Any resident that acquires a car after regular business hours may contact SHA Public Safety for a Temporary Pass, which must be displayed on the dashboard of the car. The pass is valid until the expiration date listed on the pass. Upon expiration, residents must notify their Housing Manager to obtain an updated permit or parking sticker. Passes may only be obtained for cars registered to the SHA address or rental cars for the temporary use of an authorized household member.

VISITOR PARKING:

Visitors who are in a development after 9 P.M. must be parked in a posted “VISITOR PARKING” space. Due to space limitations, not all developments have spaces available for visitors. SHA does not provide Visitor Passes nor honor City of Somerville Visitor Parking placards.

SNOW EMERGENCY/COMMUNITY PARKING UPDATES:

All emergency communications regarding parking will be done through a mass notification calling service (ROBO-Call). Vehicle owners must provide a valid telephone number and notify the Housing Manager of any change in phone number.

In the event of a snow emergency or inclement weather, SHA will make every effort when conditions allow to notify residents by posting notices in first-floor hallways as well as by the mass notification calling service to alert residents of snow removal operations.

After major storms, residents should be prepared to move their vehicles the next day. The SHA reserves the option during MAJOR SNOWSTORMS to request that vehicles be moved to a snow cleared location for purposes of snow removal. If this occurs the SHA will notify residents through the mass notification calling service. To prevent the risk of towing, it is advisable for households to keep a spare set of keys available to the household or with a trusted person in the event the primary driver is unavailable to move the vehicle. All residents are required to remove the snow from their vehicles within 24 hours after the end of a storm to display their parking permit and to move the vehicle if necessary. SHA Public Safety and Maintenance staff **ARE NOT AUTHORIZED** to clean snow from any vehicle. Any vehicle not cleaned of snow may be subject to a ticket and/or tow.

OVER FORTY-EIGHT HOURS:

Any vehicle remaining in the same space for a period exceeding 48 hours may be subject to a ticket and/or tow. In case of an emergency or any other valid reason, an exception may be made. Please contact your Housing Manager to notify them of special circumstances. Vehicles must always be in operating condition. The SHA does not allow motor vehicle repairs on SHA property.

PARKING TICKETS AND APPEAL PROCESS:

The Somerville Housing Authority has adopted all ticketing criteria enforced by the City of Somerville. City of Somerville Parking tickets may be issued by SHA Public Safety and by the Somerville Police Department. Any car blocking a dumpster or access to gated areas and fire lanes will be towed.

Any resident who receives a parking ticket has the right to appeal the ticket through the City of Somerville Traffic and Parking Department. SHA staff are not allowed to conduct hearings. If a ticket is given in error and has not been sent to Somerville Traffic and Parking, the ticket will be voided by Public Safety. All tickets are payable to the City of Somerville.

TOW COMPLAINT PROCESS:

Any resident who feels that their vehicle has been towed in error may contact Public Safety. If the motor vehicle was towed in error, it will be released at no charge to the resident.

REASONABLE ACCOMMODATION:

If a reasonable accommodation is needed, please contact the Somerville Housing Authority’s 504 Coordinator at 617-625-1152. For more information, please see the SHA Reasonable Accommodation/Modification Policy on SHA’s website at www.sha-web.org.

IMPORTANT CONTACT INFORMATION

SOMERVILLE HOUSING AUTHORITY OFFICES	
MYSTIC MANAGEMENT OFFICE (MYSTIC RIVER/CORBETT APARTMENTS/MYSTIC VIEW/PROPERZI) 5 Canal Lane, Somerville, MA 02145	617-625-1152
CLARENDON HILL MANAGEMENT OFFICE (BRYANT/HAGAN/CLARENDON HILL) 278 Powder House Boulevard Somerville MA 02144	617-666-0425
CLARENDON HILL MANAGEMENT OFFICE (BRADY/CIAMPA/HIGHLAND/WESTON) 278 Powder House Boulevard Somerville MA 02144	617-666-2117
CAPEN COURT One Capen Court, Somerville, MA 02144	617-629-6872
WATERWORKS 485 Mystic Valley Parkway Somerville, MA 02144	617-625-1152
PUBLIC SAFETY OFFICE	617-625-1152

TOWING COMPANY	
B&B TOWING 50 Mooney Street, Cambridge, MA 02138	617-492-4419

Board Approved 7.18.2024

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LOCK-OUT POLICY

A resident who is the head of household or a member who is 18 years or older can gain entry to their unit with SHA assistance, in the instance of getting locked out of their unit. Any household member under 18 requesting access to their unit would require explicit permission from a resident parent or guardian before they will be granted access. If unable to get permission, the minor household member will be guided to the community room at the Mystic Activity Center, Community Room, or Manager's office during normal business hours or advised to contact a friend or family member they can stay with until permission from their guardian can be granted. Written permission from a parent or guardian of an underage household member may be accepted prior to the requested access to the unit depending on the specific circumstance. If permission is not obtained prior to lockout, SHA will attempt to contact the resident parent or guardian of record to gain permission.

Weekday Lock-out services:

- Monday-Friday between the normal business hours of 8:00 a.m. and 10 a.m. will be conducted by the Housing Manager of the housing development.
- Monday-Friday between the normal business hours of 10:00 a.m. and 4:00 p.m. will be conducted by the Public Safety Department.
- Monday-Friday between the hours of 4:00 p.m. and 12:30 a.m. will be conducted by the Public Safety Department.
- Monday-Friday between the hours of 12:30 a.m. and 8:00 a.m. will be provided by the On-Call Maintenance employee.

Weekend Lock-out services:

- Weekends between the hours of 5:00 p.m. and 12:30 a.m. will be conducted by the Public Safety Department.
- Weekends between the hours of 12:30 a.m. and 5:00 p.m. will be conducted by the On-Call Maintenance employee.

Lock-out Fees:

Residents requiring lock-out services after their **second** lock-out will be charged a fee; each lock-out service rendered.

- Monday-Friday after normal SHA business hours between 4:00 p.m. and 12:30 a.m. will be charged \$37.50.
- Monday-Friday between 12:30 a.m. and 8:00 a.m. will be charged \$125.
- During the weekend between 5:00 p.m. and 12:30 a.m. will be charged \$37.50.
- During the weekend between 12:30 a.m. and 5:00 p.m. will be charged \$125.

Approved by the Board of Commissioners on 6/20/2024

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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 snake 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 resident’s 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 pet 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 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 interior common area unless entering or exiting the dwelling unit.
5. Pets are allowed to be upon exterior common area provided the pet is restrained at all times.

F. 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.

G. 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.

H. 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.

I. 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 (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.

J. Pet Grievance Panel:

A pet grievance committee will be established for the purposes 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

Amended on 10/21/21



NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT

To all Tenants and Applicants

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

Protections for Applicants

If you otherwise qualify for assistance under public housing, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under public housing, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

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

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

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

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Removing the Abuser or Perpetrator from the Household

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

If the PHA chooses to remove the abuser or perpetrator, the PHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, the PHA must allow the tenant who is or has been a victim and other household members to remain in the unit for 30 days, in order to establish eligibility under the program or under another HUD housing program covered by VAWA or find alternative housing.

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

Moving to Another Unit

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

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

OR

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

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

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

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

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

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

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

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

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

Confidentiality

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

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

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

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

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

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

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

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

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

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

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report your PHA for violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **[insert contact information for any intermediary, if applicable]** or **[insert HUD field office]**.

For Additional Information

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

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

For questions regarding VAWA, please contact the Executive Director.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

organizations].

Attachment: Certification form HUD-5382

Rights and Resources for Tenants and Former Homeowners at the End of a Tenancy



As required by the Housing Stability Notification Act, City of Somerville Ordinance Nos. 2019-19 and 2022-06



City of Somerville
Office of Housing Stability



We encourage you to read all of this informational material.

There are **2 sections** of information:

- **Tenant Resources**
- **Tenant Rights**

To help you understand your rights as a tenant or former homeowner and make sure you are aware of the many resources available if you are facing eviction, the Somerville Housing Stability Notification Act (HSNA), enacted in 2019, requires your landlord or the foreclosing owner to provide you with information when your tenancy or occupancy is being terminated. Amendments to the HSNA in 2022 also require landlords to provide a separate notice of rights and resources at the start of a new tenancy.

Although the City cannot provide legal advice, the Somerville Office of Housing Stability (OHS) is here to provide residents with information, advice, and assistance for your housing-related questions or needs.

Visit **somervillema.gov/ohs**, call us at 617-625-6600, Ext. 2581, or submit a referral form at **bit.ly/OHS-Referral** to speak with OHS staff. OHS staff members speak English, Spanish, Portuguese, and Hindi and use telephone interpreters for all other languages. (See Tenant Resources for more information.)

This is an important notice. This notice is available at **somervillema.gov/ohs** in Spanish, Portuguese, Haitian Creole, Nepali, and Traditional and Simplified Chinese. If you speak another language, please have it translated.

Este es un aviso importante. Este aviso está disponible en los idiomas de español, portugués, criollo haitiano, nepalí, y chino tradicional y simplificado en somervillema.gov/ohs. Si habla otro idioma, por favor solicite que lo traduzcan.

Sa se yon avi enpòtan. Avi sa ap disponib an Espanyòl, Pòtigè, Kreyòl Ayisyen, Nepali, ak Chinwa Tradisyonèl ak Senplifye nan somervillema.gov/ohs. Si ou pale yon lòt lang, tanpri tradwi li.

这是一则重要通知。此通知已翻译成西班牙语、葡萄牙语、海地克里奥尔语、尼泊尔语、繁体中文和简体中文，并可以在 somervillema.gov/ohs 找到。如果您说另一种语言，请自行翻译。

Este é um aviso importante. Este aviso está disponível no somervillema.gov/ohs em espanhol, português, crioulo haitiano, nepali, e chinês simplificado e tradicional. Se você fala outra língua, por favor traduza.

यो महत्त्वपूर्ण सूचना हो। यो सूचना somervillema.gov/ohs मा स्पेनिश, पोर्चुगिज, हाईटियन क्रियोल, नेपाली, र परम्परागत तथा सरलीकृत चिनियाँ भाषामा उपलब्ध छ। यदि तपाईं अर्को भाषा बोल्नुहुन्छ भने कृपया यसलाई अनुवाद गर्नुहोस्।

這是一則重要通知。此通知已翻譯成西班牙語、葡萄牙語、海地克里奧爾語、尼泊爾語、繁體中文和簡體中文，並可以在 somervillema.gov/ohs 找到。如果您說其他語言，請自行翻譯。

Tenant Resources



Facing eviction? We can help. All services are free.

If you are a Somerville resident, you may be eligible for help from the following agencies, regardless of immigration status. Income limits or other eligibility criteria may apply.

City of Somerville Office of Housing Stability

somervillema.gov/ohs

To access OHS services, call 617-625-6600, Ext. 2581, or submit a referral form at **bit.ly/OHS-Referral**.

OHS staff members speak English, Spanish, Portuguese, and Hindi and use telephone interpreters for all other languages.

Services include:

- Advice and information on housing issues
- Help resolving landlord/tenant matters, including evictions
- Referrals for legal services
- Help applying for rental assistance
- Help applying for affordable housing
- Tenant outreach and education



Legal Services

If you receive a Notice to Quit (the first step in an eviction proceeding), a Court Summons and Complaint, a 48-Hour Notice, or any other court papers related to your housing, get legal help as soon as possible. Free legal services are available for eligible low-income tenants through the agencies listed here, regardless of immigration status. Contact OHS if you need assistance with this.

- **Cambridge and Somerville Legal Services**
Call 617-603-2700
- **De Novo Center for Justice and Healing**
Call 617-661-1010
- **Harvard Legal Aid Bureau**
(closed for intake in the summer)
Call 617-495-4408

Rental Assistance

Need help paying your rent or moving and start-up costs? Financial assistance is available through the agencies listed here, regardless of immigration status. Income limits or other eligibility criteria may apply.



Community Action Agency of Somerville (CAAS)

Apply at **caasomerville.org/hap-application** or call 617-623-7370.



Somerville Homeless Coalition (SHC)

Apply at **somervillehomelesscoalition.org/rapid-response** or call 617-623-6111.



Metro Housing Boston – RAFT

Apply at **metrohousingboston.org**.



Need help with your rent but not sure where to start?

Call OHS at 617-625-6600, Ext. 2581, or submit a referral form at **bit.ly/OHS-Referral**.

Tenant Rights



Only a **COURT** can order you to leave your home. This is the most important thing to remember!

- If your landlord or the owner tells you or you get a notice that says you must leave your home, that does not mean you have to leave—whether you have a lease or not.
- You may choose to, **but you do not have to move** by the termination date in the Notice to Quit. We do **not** recommend that you just leave your home, especially if you have a voucher or other subsidy.
- There is a court process that must be followed to evict you, and financial and other help is available to try to prevent eviction before going to court.
- If you receive an eviction notice, **get legal help or contact the Office of Housing Stability (OHS) as soon as possible.** (See Tenant Resources and below.) Each individual eviction case is different, so please seek assistance.
- If you can show the court that you have applied for emergency rental assistance **and** your eviction is only for nonpayment of rent due to financial hardship, **State law** protects you from eviction while your rental assistance application is pending. (See Tenant Resources for where to apply, or contact OHS.)

Where can you get help with the eviction process?

- See Tenant Resources for a list of agencies that may help with eviction and related issues.
- OHS can refer tenants to an attorney or other important eviction resources such as rental assistance. Visit somervillema.gov/ohs, call us at 617-625-6600, Ext. 2581, or submit a referral form at bit.ly/OHS-Referral to speak with OHS staff. OHS staff members speak English, Spanish, Portuguese, and Hindi and use telephone interpreters for all other languages. There are some income limits and other eligibility requirements that apply in order to get legal representation.
- See MassLegalHelp.org for more information about the eviction process and for the Answer and other forms you will need to file.
- If you can't obtain legal help, see gbls.org/MADE for help completing necessary court forms.
- For personal help in filling out forms, contact the Boston Court Service Center. There are no income or other eligibility guidelines, but the Center's attorneys do not provide legal representation. Currently, services are in person (at 24 New Chardon Street, 2nd Floor, Boston) on Tuesday and

Thursday (8:30 – 1:00 and 2:00 – 4:30) and remote on Monday, Wednesday, and Friday from 9:00 – 12:00 (via Zoom at zoomgov.com/j/1615261140 or by calling 686-828-7666 and entering meeting ID 1615261140). Check mass.gov/guides/housing-court-resources for updated information.



Tenant Rights

What are the steps in an eviction and what do you need to do to be prepared?

Below are the usual steps in a typical eviction, but each individual eviction case is different, so please seek assistance. (See Tenant Resources.)

1. Notice to Quit

- In most cases, the landlord or owner provides you with a written Notice to Quit. It may be hand delivered, mailed, or sent by a constable or sheriff.
- The amount of notice will vary depending on the type of tenancy and why you are being evicted. In most cases, the notice will be for 7, 14, or 30 days, or a rental period.
- If you receive a Notice to Quit for nonpayment of rent, you have a **right to pay the money due by certain deadlines and prevent an eviction:**
 - ▶ If you are a tenant at will (no current lease), you have one chance in a 12-month period to pay the full amount owed within **10 days** from receipt of the Notice to Quit.
 - ▶ If you have a lease, you have a longer time (until the **Answer Date** set by the court) to pay the full amount of rent due plus interest and court costs (generally \$250 - \$275).
 - **Immediately contact** the listed agencies for help with back rent and legal assistance. (See Tenant Resources.)

2. Court Complaint

- If you do not pay the rent owed or you are being evicted for another reason, and you do not move by the end of the time period in the Notice to Quit or Notice of Nonrenewal, your landlord or the owner may file an eviction case in court.
- You will receive a court Summons and Complaint. It must be hand-delivered by a constable or sheriff OR left at your apartment and sent by first-class mail.
- A Somerville eviction case may be filed in Eastern Housing Court or Somerville District Court. (The court name will be listed in the upper left corner of the Complaint.)
- The Summons and Complaint will not list a trial date. For cases filed after June 4, 2023 in Housing Court and after June 19, 2023 in District Court, the clerk's office will notify your landlord or the owner with the date and details of the first court event. Your landlord or the owner will have a constable or sheriff hand deliver (or leave and mail) you a notice of the first court event, giving you at least 14 days' notice of that court date.
- The first court event is called a "Housing Specialist Status Conference" in Housing Court and a "Case Management Conference" in District Court. **Read carefully all court notices you receive.**
- Once your landlord or the owner files the Complaint with the court, you may search online at **MassCourts.org** to see important scheduling and other information about your case. You may also sign up for text message reminders about court events at **mass.gov/forms/civil-court-date-text-reminders**.
- If you have not already done so, **immediately contact** the listed agencies for help with back rent and legal assistance. (See Tenant Resources.)



Tenant Rights

3. Right to File an Answer and Other Documents

- You should file with the court and give your landlord (or landlord's attorney) an Answer by **3 business days** before the first court event (Housing Specialist Status Conference or Case Management Conference) unless otherwise ordered by the court. **Read carefully all court notices you receive.**
- The Answer explains any **defenses** or **counterclaims** you have to your landlord's claims for possession, any rent due, and any lease violations. Counterclaims are claims that you have against your landlord, such as bad conditions or mishandling a security deposit.
- If you do not file the Answer in time, you can ask the court for permission to file late by filing a Motion to Allow Late Answer and Counterclaims.
- You also have the right to file and serve Discovery Requests (requests for information from your landlord about the case) and a Demand for Jury Trial by the Answer deadline (generally 3 business days before the first court event).

For more information about these forms, see **MassLegalHelp.org** or **gbis.org/MADE**. Tenants should get legal help as soon as possible to fill out the Answer and other documents. (See Tenant Resources.)

4. Right to Transfer

- You have a right to transfer cases filed in Somerville District Court to Eastern Housing Court.
- You should talk to an advocate about whether to transfer your eviction case. For information on how to transfer a case see **MassLegalHelp.org**.

5. First Court Event

- The first court event is a Housing Specialist Status Conference or a Case Management Conference held by Zoom, on the phone, or in person.
- If you need a free, court-provided interpreter, **immediately contact the court clerk's office.**
- **If you do not appear on time at the conference you will "default"** (that is, your landlord or the owner will automatically win possession and any rent claimed due in the Complaint).
- At the conference, referrals to agencies for rental assistance and mediation may be provided. In Housing Court, there may be a Lawyer for the Day program to provide limited help to tenants and landlords without their own lawyer.
 - ▶ If you are being evicted only for nonpayment of rent, the nonpayment was due to financial hardship, and you show proof of a pending application for RAFT or similar rental assistance, the court should stop the eviction until there is a decision on the application.
- With help from a mediator and/or lawyer or on their own, the parties may sign a Court Agreement to resolve the case. **You should be very careful that you understand and can follow through on the terms of any Agreement, as it will be almost impossible to undo.** Again, try to get legal assistance before signing.
- If an Agreement is not reached, the court will notify the parties of the date and purpose of the next event, which might be a trial, and will notify the parties of any deadlines. **Read carefully all court notices you receive.**

Tenant Rights

6. Trial

- If the matter is not resolved at the conference or otherwise, there will be a trial. Both parties must attend the trial. A judge (or jury) will make a decision on your landlord or the owner's claims (for possession and any rent) and your defenses (and, if raised, counterclaims). In most cases, the trial will be held in person. The trial before a judge will generally be 14 days after the conference, and a jury trial will be at a much later date.
 - ▶ If you are being evicted only for nonpayment of rent due to financial hardship and show proof of a pending rental assistance application, the court should postpone the trial until there is a decision on the application.
- If you do not attend the trial on time, you will "default" and automatically lose the right to possession. You may file a Motion to Remove the Default and should immediately consult with an advocate about this process. (See Tenant Resources.)

7. Decision

- A decision about who gets possession of the apartment and any money due can be made through an Agreement, by the judge or jury after trial, or automatically by the court if either party defaults (does not appear before the court).

8. Right to Appeal

- If your landlord or the owner wins the right to "possession" of the apartment, you have **10 days to file a Notice of Appeal** (if there was a trial) or other motions.

9. Physical Eviction

- If your landlord or the owner wins the right to "possession" of the apartment and there is no appeal, the court will issue an Execution, which is the legal document that allows the constable or sheriff to physically evict you.
- The constable or sheriff must provide you with at least 48 hours written notice of the date and time that your belongings will be moved into a warehouse and the locks changed and must let you know the storage unit location and fees.
- If you receive a 48-Hour Notice, in some cases you may file a Motion to Stay Execution, asking the court to postpone your physical eviction. You will need to act very quickly, and the judge's decision will depend on a number of factors, including whether the eviction was your fault, whether there was an Agreement, and whether you can pay rent. For more information see **MassLegalHelp.org**. (See Tenant Resources.)



FACT SHEET

“How Your Rent Is Determined”

For Public Housing And Housing Choice Voucher Programs

Office of Public and Indian Housing

November, 2002

This Fact Sheet is a general guide to inform the Public Housing Agency (PHA) and HUD-assisted residents of the responsibilities and rights regarding income disclosure and verification. Since some of the requirements vary by program, residents should consult their PHA to determine the specific policies that apply.

Why Determining Income and Family Payment Correctly is Important

The Department of Housing and Urban Development's studies show that many resident families pay the incorrect amount of rent. The main causes of this problem are:

- under-reporting of income by resident families, and
- PHAs not granting exclusions and deductions to which resident families are entitled.

PHAs and residents all have a responsibility in ensuring that the correct family payment is paid. Paying the correct amount eliminates fraud, waste, and abuse.

PHAs' Responsibilities:

- Obtain accurate income information
- Verify residents' income
- Ensure that residents receive the exclusions and deductions to which they are entitled
- Accurately calculate family payment
- Recalculate family payment when changes in family composition and income are reported between annual recertifications (in accordance with PHA policy)
- In Public Housing, execute a lease with the tenant
- In the Housing Choice Voucher program, provide a copy of the required lease language
- Provide tenant a copy of PHA determination of income and family payment
- Provide information on PHA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining family payment
- Terminate tenancy for grounds allowed by federal law

Residents' Responsibilities:

- Provide accurate information on family composition
- Report all income at admission and annually (or as required by PHA policy)
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income between annual recertifications (in accordance with Public Housing and Housing Choice Voucher PHA policy)
- Sign consent for income verification and criminal history checks
- Comply with lease and House Rules

What is Total Income?

A family's income before any taxes or other exclusions or deductions have been taken out of it.

What is Annual Income?

Total Income – Income Exclusions = Annual Income

What is Adjusted Income?

Annual Income – Allowable Income Deductions = Adjusted Income

Family Payment (Total Tenant Payment)

The amount of rent a family will pay is the highest of the following amounts:

- 30% of the family's monthly adjusted income;
- 10% of the family's monthly income;
- Welfare rent (in States where applicable); or
- Minimum Rent (\$0 - \$50 set by the PHA)

Annualization of Income

If it is not feasible to anticipate a level of income over a 12-month period (as in the case of seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

What Counts as Annual Income for Calculation of Family Payment?

Annual income means all amounts, monetary or not, which:

- Go to, or on behalf of, the family head of household or spouse (even if temporarily absent) or to any other family member; or
- Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- Which are not specifically excluded.
- Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Annual income includes, but is not limited to:

- The full amount, before any payroll deductions of wages and salaries, overtime pay, Commissions, fees, tips and bonuses, and other compensation for personal services;
- The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is

reimbursement of cash or assets invested in the operation by the family;

- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in above section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount.
- Payments in place of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
- Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: (i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus (ii) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities.
- Periodic and determinable allowances, such as Alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
- All regular pay, special pay and allowances of a member of the Armed Forces.

Annual income does not include the following:

- Income from employment of children (including foster children) under the age of 18 years;
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, as defined in §5.403;
- The full amount of student financial assistance paid directly to the student or to the educational institution;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Amounts received under training programs funded by HUD;
- Amounts received by a person with a disability that are disregarded for a limited time purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;
- Incremental earnings and benefits resulting to any family member from participation in quality State or local employment training

programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

- Temporary, nonrecurring or sporadic income (including gifts);
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- Adoption assistance payments in excess of \$480 per adopted child;
- Deferred periodic amounts from supplemental security benefits that are received in a lump sum amount or in prospective monthly amounts.
- Amounts received by the family in the form of refund or rebates under State or local law for property taxes paid on the dwelling unit;
- Amounts paid by a State agency to a family with a member who has a development disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions are set forth.

Other Income Exclusions**Federally Mandated Income Exclusions --**

The following statutory exclusions apply to HUD-assisted and other government programs:

- The value of the allotment provided under the Food Stamp Act of 1977.
- Payments to volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act (cash including cash dividends on stock received from a Native Corporation and on bonds received from a Native

Corporation to the extent that it does not in the aggregate exceed \$2,000 per individual per year)

- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes
- Income Home Energy Assistance Program
- Payments received under programs funded under the Job Training Partnership Act (Workforce Investment Act of 1998)
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in trust or restricted lands
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 (including Federal Work Study program or Bureau of Indian Affairs (BIA) Student Assistance programs)
- Payments received from programs funded under Title V of the Older Americans Act of 1985
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in Re Agent-product liability
- Payments received under the Maine Indian Claims Settlement Act of 1980
- The value of any child care provided or arranged under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit (EITC) refund payments received on or after January 1, 1991
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
- Any allowance paid to a child suffering from spina bifida who is the child of a Vietnam veteran
- Any amount of crime victim compensation under the Victims of Crime Act

- Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998

Earned Income Disallowance for certain Public Housing Residents and Housing Choice Voucher Family members with Disabilities

Certain amounts will not be counted in determining a qualifying family's rent for a specific period of time. A qualifying family is one whose annual income increases as a result of:

- Employment of a family member who was unemployed for at least 12 months prior to employment;
- New or increased earnings during participation in an economic self-sufficiency or other job training program;
- New or increased earnings during or within 6 months after receiving Temporary Assistance to Needy Families (TANF).

During the first 12 months after a qualified family member starts working, 100 percent of the incremental increase of that family member's income is disallowed. The incremental increase is the amount of earned income that exceeds that family member's income prior to starting work.

In the second cumulative 12-month period after the date of first employment, 50 percent of the incremental increase in income is disallowed.

Total time of benefit is limited to a lifetime 48-month period.

NOTE: For Public Housing Only, PHAs may offer to establish Individual Saving Accounts (ISA) for eligible families in place of the earned income disallowance. If offered, the family makes the choice whether or not to participate.

What are deductions from Income?

Deductions are amounts that are subtracted from a family's Annual Income to produce Adjusted Income. There are two types of deductions: mandatory and permissive.

Mandatory Deductions:

- \$480 for each member of the family (excluding head of household or spouse) who is less than 18 years of age or who is a student or person with a disability
- \$400 for any elderly family or disabled family
- The sum of the following to the extent the sum exceeds 3% of annual family income:
 - Unreimbursed medical expenses of any elderly family or disabled family
 - Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work. This deduction may not exceed the income received.
- Any reasonable childcare expenses (children under 13 years old) necessary to enable a member of the family to be employed or to further his or her education.

Permissive Deductions (Public Housing Only):

PHAs may establish other deductions as they wish but should understand that HUD **does not** provide any additional operating subsidy and the PHA must establish a written policy for the deductions.

Other Provisions

Hardship Exceptions: PHAs must waive the minimum monthly rent requirement for any family unable to pay due to financial hardships as described in the PHA's written policies.

HUD has specified some circumstances that would constitute hardship which are:

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

PHA shall make the determination within a reasonable time after the family request.

- The PHA's policies for determining when payment of a flat rent is a financial hardship must provide that financial hardship include the following situation.
- The family has experienced a decrease in income because of changed circumstances including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance;
- The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items; and
- Such other situations determined by the PHA to be appropriate.

Maximum Initial Rent Burden (Housing Choice Voucher Only):

The family's share may not exceed 40% of the family's monthly adjusted income when the family initially moves into the unit or signs the first assisted lease for a unit. The maximum initial rent burden applies only when the gross rent for the unit selected exceeds the applicable payment standard.

Flat Rent (Public Housing Only): Annually at recertification families must be offered a choice of a flat rent or an income-based rent. If a family elects to pay a flat rent a PHA can (if desired) recertify family income as infrequent as every three (3) years instead of annually. Family composition must be recertified annually. Flat rent is based on the market rent charged for comparable units in the private unassisted rental market and will not increase or decrease as changes in income occur. A family can request a switch to an income-based rent at any time due to a financial hardship.

Welfare Sanctions: If the welfare agency reduces the welfare payment because of fraud of a family member in connection with the welfare program or non-compliance with economic self-sufficiency requirements, the PHA must still include the amount of the reduction in the Annual Income that is used to calculate total tenant payment.

Reference Materials

Legislation:

- United States Housing Act of 1937, 42 USC 1437, et seq. as amended

Regulations:

- General HUD Program Requirements; Waivers, 24 CFR Part 5
- Admissions to, and Occupancy of, Public Housing, 24 CFR Part 960
- Section 8 Tenant-Based Assistance: Housing Choice Voucher Program, 24 CFR Part 982
- Determining Adjusted Income in HUD Programs Serving Persons with Disabilities: Requiring Mandatory Deductions for Certain Expenses; and Disallowance for Earned Income, 66 FR 6218, issued January 19, 2001; 24 CFR Parts 5, 92, et al. (effective April 20, 2001)

Notices:

- “Federally Mandated Income Exclusions” Notice 66 FR 4669, April 20, 2001
- “Improving Income Integrity in Public and Assisted Housing” Notice PIH 2001-15, issued May 2, 2001
- Frequently Asked Questions about the Admissions and Occupancy Rule:
http://www.hud.gov/offices/pih/phr/about/ao_faq2.cfm#2c

For Additional Information:

Contact your Public Housing Authority (PHA) in your area. In addition, you can find information about HUD’s programs on HUD’s Internet homepage at <http://www.hud.gov> or call the Public and Indian Housing Information Resource Center at 1-800-955-2232.