

760 CMR 65.00: THE MASSACHUSETTS SHORT-TERM HOUSING TRANSITION PROGRAM

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65.01: Application

760 CMR 65.00 is applicable to all short-term housing transition program (STHT) assistance provided through Budget Line Item 7004-0108 and administered by the Department. STHT assistance may also be referred to as HomeBASE (Building Alternatives to Shelter) assistance.

65.02: Definitions

(1) Definitions in 760 CMR 4.02: *Definitions* and 760 CMR 5.03: *Definitions* shall apply in 760 CMR 65.00, except that:

Applicant or Homeless Applicant shall mean the head of household of a family qualified to apply for temporary emergency shelter under 760 CMR 76.06(1) and (2).

Appropriate Unit Size shall mean a housing unit that complies with the requirements of 105 CMR 410.000: *Minimum Standards of Fitness for Human Habitation* and with any applicable provisions of 780 CMR: *Board of Building Regulations and Standards* for the family composition of a Participant Family.

(a) Bedrooms are expected to be shared on the following basis:

1. The head of household shall share a bedroom with:
  - a. his or her spouse;
  - b. the person with whom the head of household is involved as a couple in an inter-dependent relationship that is intended to be long-term; or
  - c. the person who is the other biological or adoptive parent of a child in the family, if any.
2. All remaining family members will be allocated one bedroom per two family members, regardless of sex, age, or relationship of these family members, except that no person over the age of ten shall be required to share a bedroom with another person of the opposite gender.
3. Exceptions may be made by administering agencies for medical reasons upon presentation of reasonable documentation of the medical need for a different arrangement on the letterhead of a health care professional and signed by such professional.
4. household members not required to share a room pursuant to 760 CMR 65.02: Appropriate Unit Size may elect to share a bedroom.

(b) If the Participant locates a unit containing one more room than provided under 760 CMR 65.02: Appropriate Unit Size(a) or (b), and the contract rent for such unit is not more than 80% of the FMR for an Appropriate Unit meeting the requirements of 760 CMR 65.02: Appropriate Unit Size(a) or (b), such unit shall be deemed to meet Appropriate Unit Size requirements.

Family or Household shall mean household as defined in 760 CMR 67.02(1).

Unit Where the context involves STHT, unit shall mean a housing unit where a Participant Family resided, resides, or will reside.

The following definitions shall also apply:

Administering Agency - shall mean a government agency or nonprofit organization with which the Department has a contractual relationship to provide services and benefits to Recipients.

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Contract Rent shall mean the total monthly rent specified in the lease, the Request for Program Payment and Rental Assistance Payment Contract for a Contract Unit occupied by a Participant Family. The Contract Rent includes the value of the Rental Assistance paid by STHT and the amount of the Participant's share of rent. Contract Rent does not include payments made by the Participant separately to utility providers for the cost of heat, cooking fuel, and/or electricity or the amount of utility allowances calculated pursuant to 760 CMR 65.04(2)(b).

Contract Unit shall mean a unit occupied by a Participant Family for which the Participant submits a Request for Program Payment and enters into a lease with the Owner. The Owner or Owner's Agent and the Administering Agency will also sign a Rental Assistance Payment Contract for the Contract Unit.

Guidance shall mean any guidance or guidelines issued by the Department to assist in the implementation of 760 CMR 65.00. No guidance that affects the procedures applicable to or benefits of an applicant or Participant shall take effect until posted on the Department's website.

Hearing Officer shall mean an impartial person appointed by the administering agency that conducts hearings on appeals in accordance with an approved hearings procedure and renders written decisions based on the material facts and applicable law.

Homeless shall mean homeless due to lack of feasible alternative housing and eligible for temporary emergency shelter benefits pursuant to 760 CMR 67.06(1) and (2).

Imminently at Risk of Becoming Homeless shall mean:

(a) That an applicant meets the definition of Homeless in 760 CMR 65.02: Homeless and has been served:

1. if a tenant, by a sheriff or constable on behalf of the Owner or Owner's agent with a 48-hour notice of levy on execution in the context of a summary process action for eviction, or if such tenant has fewer than 48 hours left before the final date set for vacation or for issuance execution (or the later date, if both are stated) in an agreement for judgment approved by a court;
2. if an authorized subtenant or authorized household member of a primary tenant, by the primary tenant, with a copy to the Owner or Owner's agent, with written notice that the applicant and the applicant's family will be barred from the primary tenant's unit and forbidden from re-entry except as a daytime guest or as an overnight guest for not more than two nights, after a date not more than 48 hours in the future at the time of application;
3. if not a tenant, authorized subtenant, or authorized household member of a tenant, by the primary tenant or owner of the dwelling in which the applicant has been residing with written notice that the applicant and the applicant's family will be barred from the primary tenant's or owner's premises and forbidden from re-entry except as a daytime guest or as an overnight guest for not more than two nights, after a date not more than 48 hours in the future at the time of application.

(b) In the case of an Agreement for Judgment stating a date certain by which the applicant will vacate or by which execution shall issue, the applicant shall be deemed imminently homeless 48-hours prior to the date set for vacation of the premises or for issuance of execution, or the later date if two such dates are included in the Agreement for Judgment.

(c) In the case of an applicant who is not a tenant, authorized subtenant, or authorized household member of a tenant, imminent risk of homelessness may be verified, in the alternative to a notice from the primary tenant or Owner or Owner's Agent, by investigation by the administering agency or its designee.

(d) In cases involving 760 CMR 65.02: Imminently at Risk of Becoming Homeless(a)2. and 3. the Department or Department's designee shall, in addition, confirm the imminence of the applicant's required departure from the primary tenant's unit.

Median Area Income shall mean the median income for the relevant geographical area, as published in the most recent federal Department of Housing and Urban Development annual median area income guide.

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Notice of Denial of STHT Benefits shall mean notice from the Department or the Department's designee to a recipient of or eligible applicant for Emergency Assistance temporary emergency shelter benefits pursuant to 760 CMR 67.06: *Temporary Emergency Shelter* that the recipient's request for a referral to benefits administered under 760 CMR 65.00 has been denied. A notice of denial of STHT benefits shall advise the applicant that the applicant has a right to appeal, to a hearing, the time for requesting such a hearing, and the manner for requesting such a hearing. It shall advise the applicant of the right to be represented at a hearing.

Notice of Level and Type of Benefits shall mean notice from an Administering Agency to a Participant of the type and level of benefits determined applicable to the Participant Family under 760 CMR 65.00, including initial determinations of benefits upon commencement of participation in the STHT program, subsequent redeterminations of benefits upon annual or interim recertifications, and reasonable requests for modification of the terms of a Stabilization Plan. A notice of level and type of benefits shall advise the Participant that the Participant has a right to appeal, to a hearing, the time for requesting such a hearing, and the manner for requesting such a hearing. It shall advise the Participant of the right to be represented at a hearing.

Notice of Termination shall mean notice from an Administering Agency to a Participant that the Participant Family's benefits under 760 CMR 65.00 are to be terminated. A notice of termination shall advise the Participant that the Participant has a right to appeal, to a hearing, the time for requesting such a hearing, and the manner for requesting such a hearing. It shall advise the Participant of the right to be represented at a hearing.

Owner shall mean a person (including a corporation or other entity) who has legal title to property.

Owner's Agent shall mean a person who is legally authorized to act in the place of the Owner for the purpose of transacting business.

Participant shall mean the head of household of a family that is authorized to receive benefits pursuant to 760 CMR 65.00 and that has commenced receiving such benefits. A participant in the Emergency Assistance program pursuant to 760 CMR 67.00: *Eligibility for Emergency Assistance (EA)* shall not become a Participant in the STHT program pursuant to 760 CMR 65.00 until he or she has ceased participation in the Emergency Assistance program and is no longer receiving any benefits from the Emergency Assistance program. An individual determined eligible for STHT benefits shall not become a Participant unless the benefit is utilized within 60 days of the determination of eligibility, with the possibility of an additional 30-day extension upon a showing of good cause, as determined by the administering agency.

Participant Family shall mean a family that is authorized to receive benefits pursuant to 760 CMR 65.00.

Program Participation Agreement shall mean a contract document between the administering agency and a Participant that certifies program eligibility and sets forth program requirements, guidelines and benefits for applicants who have been determined eligible for assistance pursuant to 760 CMR 65.00. This agreement may be incorporated into a single document with a stabilization plan.

Recipient shall mean each family member of a family who is authorized to receive benefits pursuant to 760 CMR 65.00.

Rental Assistance Benefits Holder shall mean a Participant who has been accepted into the STHT Program and who has been determined suitable by the administering agency to receive Rental Assistance benefits. When the Participant Family locates to a Suitable Unit, and executes a lease for that unit, the Rental Assistance Benefits Holder becomes a Rental Assistance Benefits Participant.

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Rental Assistance Benefits Participant shall mean a Participant who has been accepted into the STHT Program, been determined suitable by the administering agency to receive Rental Assistance benefits, located to a Suitable Unit, and executed a lease for that unit, Rental assistance benefits are available to the Rental Assistance Benefits Participant, whether or not the Participant moves, provided he or she remains eligible.

Rental Assistance Payment shall mean an amount paid by an administering agency to an Owner or Owner's Agent in accordance with 760 CMR 65.00, or in *lieu* thereof and at the discretion of an administering agency, a STHT household assistance payment to the Rental Assistance Benefits Participant in an amount that equals the remaining amount of the Rental Assistance Payment that would otherwise be due to the Owner or Owner's Agent on behalf of the Rental Assistance Benefits Participant plus any applicable Utility Allowance Payment.

Suitable Unit shall mean a dwelling unit for which a Rental Assistance Payment Contract is to be executed.

(a) The unit must:

1. be intended for occupancy by the Participant Family and as the Participant Family's Primary Residence;
2. be of an appropriate unit size for the Participant Family in accordance with 760 CMR 65.02: Appropriate Unit Size.
3. comply with 105 CMR 410.000: *Minimum Standards of Fitness for Human Habitation State Sanitary Code: Chapter II* (including lead paint laws, whenever the family includes a child under the age of six years), 780 CMR: *Board of Building Regulations and Standards*.
4. be available for rent for a cost of rent plus utility allowance not more than 80% of the fair market rent (FMR) for an appropriate size unit for the family in the applicable geographic area as determined by the United States Department of Housing and Urban Development; and
5. adequately accommodate the disabilities of the family and not result in job loss for Recipients

(b) For purposes of 760 CMR 65.02: Suitable Unit(a)1., additional individuals may also reside together with the Participant Family in the unit with the permission of the Participant, the Owner, and the administering agency, with notice to the Department. In such cases, the unit must comply with 105 CMR 410.000: *Minimum Standards of Fitness for Human Habitation State Sanitary Code: Chapter II*, 780 CMR: *Board of Building Regulations and Standards*, and 760 CMR 65.02: Appropriate Unit Size based on the total number of residents in the unit (except that two heads of separate households sharing a unit shall not be required to share a bedroom), and the fair market rent for the unit shall be determined based on the number of bedrooms that can be occupied by the total number of residents pursuant to the 105 CMR 410.000: *Minimum Standards of Fitness for Human Habitation State Sanitary Code: Chapter II* and 760 CMR 65.02: Appropriate Unit Size. STHT rental assistance benefits provided to a Participant Family housed with other individuals pursuant to 760 CMR 65.02: Suitable Unit shall be based on the *pro rata* relationship of the number of family members in each Participant Family, as determined by 760 CMR 67.02(1): *Household*, (if two or more Participant families share the unit) or the *pro rata* relationship of the number of family members in the Participant Family, as determined by 760 CMR 67.02(1): *Household*, and the individuals residing with the Participant Family who are not members of STHT Participant Families.

(c) To verify compliance with 760 CMR 65.02: Suitable Unit(a) 3., in the case of rental assistance, the administering agency, before move-in by the Participant Family, shall, pursuant to such guidelines as may be issued by the Department, inspect each unit to verify that it does not contain any conditions endangering or impairing health or safety pursuant to 105 CMR 410.750: *Conditions Deemed to Endanger or Impair Health or Safety*. Within 30 days of move-in, the Owner or Owner's Agent shall provide to the administering agency a Certificate of Occupancy or equivalent verifying that the unit is in compliance with 105 CMR 410.000: *Minimum Standards of Fitness for Human Habitation State Sanitary Code: Chapter II*, any applicable 780 CMR: *Board of Building Regulations and Standards* requirements, and (if the family includes a child younger than six years of age) applicable lead paint law. Re-inspections may be required pursuant to guidelines issued by the

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Department. In the case of household assistance, compliance shall be verified by a certification of compliance with applicable statutory and regulatory requirements by the Owner or Owner's Agent. The administering agency shall not be responsible for the maintenance of the unit or liable for conditions in the unit or for failure of the Owner or Owner's Agent to maintain the unit.

(d) 760 CMR 65.02: Suitable Unit(a)4. shall not apply to families previously housed in short-term housing transition programs currently administered by the Department that are transitioning or have transitioned to benefits administered under 760 CMR 65.00 in the unit occupied by the family at the time of transition, if the family would be displaced due to 760 CMR 65.02: Suitable Unit(a)4. The rent for units occupied by such families shall not exceed the rental payment amount for such unit immediately prior to the family's transition to benefits under 760 CMR 65.00. 760 CMR 65.02: Suitable Unit(a)4. may be waived by the Department if the Department determines that placement of a Participant Family in such unit is cost-effective and meets the short-term housing needs of the Participant Family in a timely manner.

Temporary Accommodation shall mean a facility available for short- or long-term overnight stays and compliant with the provisions of 780 CMR: *Board of Building Regulations and Standards* and, if applicable, 105 CMR 410.000: *Minimum Standards of Fitness for Human Habitation State Sanitary Code: Chapter II*, relevant to the particular facility. Compliance with State Building Code and State Sanitary Code requirements shall be the responsibility of the Owner of such facility. Temporary Accommodations are not required to comply with the maximum rent provisions of the definition of Suitable Unit.

Utilities shall mean any or all of the following: electricity and any other fuels for heat, hot water, and cooking.

(2) Computation of Time. In computing any period of time prescribed or allowed by 760 CMR 65.00, the day of the act, event, or default after which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday. Unless otherwise specified, when the period of time prescribed or allowed is less than ten days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation. As used in 760 CMR 65.00, "legal holiday" includes those days specified in M.G.L. c. 4, § 7 and any other day appointed as a holiday by the President or the Congress of the United States or designated by the laws of the Commonwealth.

65.03: Eligibility for Program Participation

(1) A family shall be eligible for STHT assistance if it is a homeless family or a family imminently at risk of becoming homeless that is eligible for temporary emergency family shelter pursuant to 760 CMR 67.06(1) and (2), and is not ineligible pursuant to 760 CMR 65.03(2). Eligibility determinations for STHT benefits shall be made by the Department or the Department's designee. The head of household of a family referred to STHT but who has not yet received a benefit determination or who is appealing a benefit determination shall inform the administering agency at all times of current contact information, including address and telephone numbers. Unless an address change is requested by such head of household, the administering agency shall use the most recent address on file for the family for any necessary communications.

(2) A family shall not be eligible for STHT assistance:

(a) until it has completed all documentation determined necessary for receipt of STHT benefits by the Department; or

(b) if the family is receiving Emergency Assistance temporary emergency shelter benefits pursuant to 760 CMR 67.06: *Temporary Emergency Shelter*. A family who is ineligible under 760 CMR 65.03(2)(b) may become eligible for STHT if it:

1. is receiving benefits from the Emergency Assistance temporary emergency shelter program and has received a written referral (which may include a document in electronic format) to STHT by the Department or a designee of the Department; and

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2. has not been served with a Notice of Termination pursuant to 760 CMR 67.06(6). If such a notice has been rescinded by the Department or overruled by the Department's Hearings Division, such notice of noncompliance shall not be considered in determining eligibility pursuant to 760 CMR 65.03(2).
- (3) (a) No member of a Participant Family shall be eligible for STHT household assistance until 12 months have passed from the last date on which STHT household assistance benefits were provided to, or payments made on behalf of, the Participant Family. For purposes of 760 CMR 65.03(3), the last date of receipt of benefits is the date that the Participant Family has:
1. received its annual maximum STHT Household Assistance benefit; or
  2. in the case of STHT Household Assistance Participant Families that do not utilize the maximum STHT benefit within the benefit year, received the final benefit payment (excluding any payments made solely for stabilization services) on its behalf during a benefit year.
- (b) For purposes of 760 CMR 65.03(3) any minor under the age of 18, if otherwise part of a family headed by an adult eligible under 760 CMR 65.06(3), may receive STHT rental assistance benefits for not more than 24 successive months, up to the age of 18. An adult Participant, over the age of 18, may receive benefits pursuant to 760 CMR 65.03(3), only if:
1. the family includes a minor under the age of 21 who is eligible under this provision; and
  2. no member of the family has received STHT benefits for more than 24 successive months.
- (c) For all STHT Participant Families, the 24 successive month period shall commence on the first date for which STHT benefits were paid to or on behalf of the family, excluding temporary accommodations received prior to a family's first receipt of any other STHT benefit, and shall terminate 24 months from that date.
- (4) (a) 1. Any member of a Participant Family that is terminated from receipt of benefits under 760 CMR 65.03 for cause pursuant to 760 CMR 65.05(1) or that otherwise did not make a good faith effort to follow its housing stabilization plan during the term of its assistance shall be ineligible for further benefits under 760 CMR 65.00 or through Emergency Assistance 760 CMR 67.00, for 24 months from the end of the last month for which STHT benefits, including, but not limited to, stabilization services, were provided to the Participant Family.
2. Ineligibility for STHT or Emergency Assistance pursuant to 760 CMR 65.03(4)(a)1. on the basis of termination from STHT pursuant to 760 CMR 65.05, shall be determined conclusively by the department as of the effective date of the STHT termination. Ineligibility for STHT or Emergency Assistance pursuant to 760 CMR 65.03(4)(a)1. on the basis of failure to make a good faith effort to follow a Participant Family's housing stabilization plan, when such Participant Family has not been terminated from STHT pursuant to 760 CMR 65.05, shall be determined by the department at the time of application whenever an applicant family contains a family member who was a member of an STHT Participant Family in the 24 months preceding an application for Emergency Assistance benefits under 760 CMR 67.00: *Eligibility for Emergency Assistance (EA)*. Only conduct that would warrant termination from STHT for violation of 760 CMR 65.05, but that did not result in the issuance of notice of termination, shall be sufficient to render an applicant family ineligible for STHT or Emergency Assistance pursuant to 760 CMR 67.03(4)(a)1.
- (b) After a family has been terminated from participation in the STHT program without cause pursuant to 760 CMR 65.05(2) or for exceeding maximum income requirements pursuant to 760 CMR 65.05(1)(r), no member of that family will be eligible to receive STHT benefits for 12 months from the last date for which benefits, aside from stabilization services, were provided to, or payments made on behalf of, the Participant Family pursuant to 760 CMR 65.03(3)(a).

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(5) 760 CMR 65.03(3) and (4) shall not apply to Participant Families in which the Participant is over 60 years of age or is disabled and in compliance with the requirements of a housing stabilization plan that accommodates the Participant's disabilities, unless the Participant Family is terminated for cause pursuant to 760 CMR 65.05(1) for activity that threatens the health, safety or security of the family, other program participants or program staff. Disability under 760 CMR 65.03(5) may be verified by receipt of benefits based on disability from the United States Social Security Administration or the Department of Transitional Assistance or upon demonstration through adequate medical documentation of qualification as a "handicapped person" pursuant to M.G.L. c. 151B.

(6) Until the Participant has entered into a Participation Agreement approved by the administering agency, the family will not be eligible to receive STHT rental assistance or household assistance benefits. As soon as reasonably possible thereafter, the Participant shall sign a Stabilization Plan pursuant to 760 CMR 65.03(6), which shall require the Participant to ensure that all Recipients in the family over the age of 18 comply with the Stabilization Plan. Any such Stabilization Plan shall reasonably accommodate the disabilities of the Participant family, to the extent consistent with fundamental program requirements. A Stabilization Plan adopted pursuant to 760 CMR 65.03(6) shall be considered a Self-sufficiency Plan, as provided by Budget Line Item 7004-0108. A standard form Stabilization Plan shall be issued by the Department and shall apply to all Participants and all Recipients in the family over the age of 18 until the Participant has entered into his or her own individualized Stabilization Plan. The Stabilization Plan shall cover the period from the time that it is entered into and for the remainder of the period during which STHT assistance is paid to or on behalf of the family. Each Stabilization Plan must include at least the following elements:

- (a) the activities required by 760 CMR 67.06(4)(b), except that the savings requirement under 760 CMR 67.06(4)(b)2.g. and the 30 hours per week requirement under 760 CMR 67.06(4)(b)2.h. shall not apply;
- (b) a requirement that the family comply with all the provisions of 760 CMR 65.05;
- (c) a requirement that the children age ten and under shall not be left in the Unit unless attended by an individual over age 14;
- (d) a requirement that the family not use STHT benefits for purposes other than those authorized by the administering agency;
- (e) a requirement to coordinate and make best efforts to comply with the service plans of any other state agency providing services to the family;
- (f) a requirement to make reasonable efforts to repay over time any rental or utility arrearages determined by the administering agency to be a barrier to rehousing;
- (g) a requirement that each Recipient in the family over the age of 18 undertake significant activities towards self-sufficiency on a regular and ongoing basis; and
- (h) requirements to address the following issues depending on an individualized determination of the needs of each Participant family: financial responsibility; job training, work search, and employment; educational attainment; and education (including early education and day care or other care necessary to ensure adult education, job training, and work participation) and well-being of children in the family.

(7) Annual Recertification.

- (a) Every two months during a rental assistance Participant Family's 24 successive months of program participation as determined pursuant to 760 CMR 65.03(3), not less than 30 days before the annual anniversary date of the Participant's initial participation in STHT, not counting receipt of temporary accommodation received prior to a family's first receipt of other STHT benefits, the administering agency shall review:
  - 1. the Participant Family's gross income as defined in 760 CMR 67.02(5);
  - 2. the Participant Family's continuing eligibility for benefits;
  - 3. whether a Participant's unit size is still appropriate for Participant's needs; and
  - 4. such additional information as the Department may require in order to redetermine the type, level, and value of STHT benefits to be made available to the Participant Family in the following year of the Participant Family's program participation.
- (b) Notwithstanding the foregoing, Participant Families who have received lump sum non-rental benefits shall be required to recertify pursuant to 760 CMR 65.06(7) whenever they request additional STHT benefits, aside from stabilization services.

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(c) The Department may issue guidelines as to the type of information to be provided for such annual recertification and as to the nature and level of STHT benefits to be provided. If the Participant Family's income and assets are available through other government agencies, the administering agency may rely on documentation presented to such other agencies in the redetermination of the Participant Family's income.

(d) If the administering agency determines that, based upon the information provided in the annual recertification process, to change the type, level, or value of benefits provided to the Participant Family under 760 CMR 65.04(1), the administering agency shall provide a Notice of Level and Type of Benefits to the Participant, which shall be effective 30 days from the date of delivery.

(8) If a Participant Family contains more than one adult (individual 21 or older), the administering agency may refer any additional adult Recipient(s) to alternative adult sheltering arrangements with the approval of the Department, with any such referral to be of immediate effect.

65.04: Determination of Benefits

(1) General Provisions.

(a) If administering agency determines, pursuant to guidelines issued by the Department, that assistance other than Rental Assistance will best serve the family in obtaining safe, permanent housing, the Department may provide alternative housing-related expenses for eligible families, in accordance with guidance published by the Department, which guidance may, but need not, include household assistance payments for the purposes listed in 760 CMR 65.04(3)(d) through (g). The administering agency shall determine the specific benefits to be provided to a Participant in its reasonable discretion pursuant to such guidelines as the Department may issue from time to time. Such determination shall not be overturned unless in violation of the law or 760 CMR 65.00. Any assistance paid under 760 CMR 65.04(1) must be necessary to maintain housing for the Participant Family.

(b) Rental assistance shall be limited to families who as of June 30, 2012, were receiving STHT rental assistance.

(2) Rental Assistance.

(a) In determining the value of Rental Assistance for each Rental Assistance Benefits Participant in STHT, the administering agency shall establish each Rental Assistance Benefits Participant's gross family income as defined in 760 CMR 67.02(5). The administering agency may utilize data provided by another government agency in determining income. The amount of a Rental Assistance Benefits Participant's Rental Assistance Payment shall be the difference between the Rental Assistance Benefits Participants' portion of the rent and utility allowance, as determined in accordance with 760 CMR 65.04(2)(b), and the Contract Rent.

(b) Rental Assistance Benefits Participants shall pay 35% of gross family income, as determined pursuant to 760 CMR 67.02(5), toward rent and utility allowance. For purposes of calculating this requirement, utility allowances shall be as determined by the Department on a regional basis, based on such factors as the Department deems relevant, including but not limited to comparable values for Departmentally determined utility allowances for recipients of Housing Choice (Section 8) vouchers, geography, and historic usage patterns.

(c) When the value of the Rental Assistance benefits has been determined in accordance with 760 CMR 65.04 (2)(b), the administering agency will send a Rental Assistance Payment each month to the Owner of the Contract Unit in which the Rental Assistance Benefits Participant lives, or to the Owner's Agent, and the remainder of the Contract Rent shall be paid to the Owner or the Owner's Agent by the Rental Assistance Benefits Participant. In cases when 35% of the Rental Assistance Benefits Participant's gross income is less than the utility allowance as calculated pursuant to 760 CMR 65.04(2)(b), the administering agency will send a Rental Assistance Payment each month to the Owner of the Contract Unit in which the Rental Assistance Benefits Participant lives, or to the Owner's Agent in the amount of the full Contract Rent, and the administering agency will send a utility allowance payment each month to the Participant in an amount determined by subtracting 35% of gross family



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income, as determined pursuant to 760 CMR 67.02(5), from the full utility allowance for the Participant's family as determined in accordance with 760 CMR 65.04(2)(b).

(d) Determination of Value of Rental Assistance benefits on an Annual Basis. Upon the annual recertification of family income in accordance with 760 CMR 65.03(8), the administering agency shall then determine whether the Participant's Rental Assistance benefits value and share of rent should be adjusted based on the family income at the time of the annual review in accordance with 760 CMR 65.04(2). If the Participant's share of the rent is adjusted, the value of the Rental Assistance benefits shall be adjusted accordingly, effective in the first month of the following year of Rental Assistance benefits.

(e) If a Rental Assistance Benefits Participant relocates or there is a change in the Participant's family composition, the Participant's continued eligibility, share of rent and appropriate unit size shall be fully redetermined at that time. If a Rental Assistance Benefits Participant experiences a decrease in family income of more than 10% of the previously reported income, the Rental Benefits Participant may request an interim recertification, which may result in a redetermination of the Rental Assistance Payment. Interim recertification shall not be required if a Rental Benefits Participant's family experiences an increase in income, except in the case of a Participant family:

1. that reported no income or minimal income (less than \$250 per month) at the time of application;
2. whose income increased due to receipt of initial or additional public benefits; or
3. who experienced a decrease in income expected to be temporary at the time of the decrease. Participant families covered by 760 CMR 65.04(2)(e)1. or 2. shall report, within ten days, any change of income greater than 10% of their prior income and shall receive an interim recertification on the basis of their new income. Participant families covered by 760 CMR 65.04(2)(e)3. shall inform the Administering Agency at the time of the temporary decrease in income of the anticipated date that income will increase and to what level the anticipated increase will affect the Participant's share of rent as of the following month, unless the Participant provides verification that income will not increase as expected at that time, in which case the increase in income will take effect at such later date as is determined by the verification. If the Participant's share of the rent is adjusted pursuant to an interim recertification, the value of the Rental Assistance benefits shall be adjusted accordingly, effective in the first day of the full month following the change requiring interim recertification.

(f) Rental Assistance benefits values shall be adjusted whenever necessary to comply with 760 CMR 65.00. In the event that a Rental Assistance Benefits Participant files an appeal as to the amount of a redetermined rent share within 14 days of the administering agency's notice of the redetermined rent, the Participant shall continue to pay the rent share in effect instead of the redetermined rent (unless the redetermined rent is lower) until disposition of the appeal. Following disposition of the appeal, the Participant shall forthwith pay to the administering agency any additional amounts determined to have been due but not paid since the effective date set out in the notice of redetermined rent or the administering agency shall credit the Participant with any amounts paid but determined not to have been due. The redetermined rent shall be paid beginning on its effective date.

(g) A Rental Assistance Benefits Holder shall submit a Request for Program Payment for a proposed Contract Unit to the administering agency.

(h) Upon receipt of the necessary documentation, the administering agency shall enter into a Rental Assistance Payment Contract with the Owner of the Contract Unit, or the Owner's Agent, on behalf of the Rental Assistance Benefits Holder (subsequently referred to as the Rental Assistance Benefits Participant).

(i) While a Rental Assistance Payment Contract is in effect, the terms and conditions of the Participant's Program Participation Agreement remain in effect for the period of time that the Rental Assistance Benefits Participant occupies the Contract Unit or until otherwise terminated. When a Rental Assistance Benefits Participant chooses to move for reasons considered good cause as determined by 760 CMR 67.06(2)(c) or is required to move, the Participant shall give one calendar month's written notice to the administering agency and to the Owner or Owner's Agent. If a Rental Assistance Benefits Participant chooses to leave a Contract Unit without good cause as determined by 760 CMR 67.06(2)(c), the Participant will be deemed to have abandoned the Contract Unit.

65.04: continued

(j) If a Rental Assistance Benefits Participant has vacated an STHT unit with good cause as determined by 760 CMR 67.06(2)(c) before locating another Suitable Unit and does not locate a new Suitable Unit within 30 days of vacating the unit, the Program Participation Agreement will expire and the Contract Unit will be deemed abandoned, and the Participant shall not be entitled to further STHT benefits. The administering agency may extend this period for up to an additional 60 days upon a showing of good cause, as determined by 760 CMR 67.06(2)(c), by the Participant.

(k) Subject to the qualifications in 760 CMR 65.04(2)(i) and (j), a Rental Assistance Benefits Holder may move anywhere in the state without jeopardizing program eligibility. When a Rental Assistance Benefits Participant relocates from one administering agency's jurisdiction to another, the Rental Assistance benefits will thereafter be administered by the administering agency with jurisdiction where the Participant takes up residence and the Department will make any necessary adjustments to the budget allocations for the affected administering agencies pursuant to guidelines issued by the Department.

(3) Household Assistance Benefits and Other Non-rental Assistance Benefits.

(a) Maximum Expenditures. The administering agency shall not pay more than \$4000 per year per family towards benefits available through STHT in any 12 month period, except for families who are recipients of Rental Assistance benefits. Except for families who received Rental Assistance benefits within the past 12 months, the maximum annual STHT benefit shall be reduced by any amount paid to the STHT Participant Family, or to another family including one or more of the children in the STHT Participant Family, pursuant to the Residential Assistance for Families in Transition (RAFT) program pursuant to budget line item 7004-9316. Except as provided otherwise in 760 CMR 65.04(3)(c), the benefits year for purposes of 760 CMR 65.04(3) shall commence on the first date on which services were paid to or benefits were received by the Participant

Family. The Department may issue guidance as to the nature, use, and amount of benefits for specific purposes payable pursuant to 760 CMR 65.04. Non-rental Assistance Benefits subject to the \$4000 per year family cap, including but not limited to benefits listed in 760 CMR 65.04(3)(d) through (g), otherwise known as "cash assistance", may be referred to as "Household Assistance" benefits.

(b) Limitations. Participant Families can receive assistance in any combination of types of non-rental assistance up to the \$4000 annual maximum, with the exception of:

1. Temporary Accommodation. Temporary Accommodation is not subject to the cap on maximum annual benefits.
2. Out-of-state Relocation Assistance. Out-of-state relocation assistance, which may only be received one time by any family. Families utilizing out-of-state relocation assistance, whether or not in combination with other forms of non-rental assistance, may not further access STHT assistance during the year following their receipt of relocation assistance.
3. Moving Cost Assistance. Moving cost assistance may only be paid for one move per year per family, except when a subsequent move is caused by a direct threat to the family's safety, a serious health condition of a family member that cannot be reasonably accommodated in the original housing arrangement, or a move to safe, permanent housing.

(c) Temporary Accommodation.

1. A family eligible to receive STHT Rental Assistance benefits that cannot remain in its STHT unit because of domestic violence or because the Owner or Owner's Agent has evicted the family during the period that the family is receiving aid pending appeal may receive temporary accommodation.
2. A family receiving temporary accommodation because of domestic violence receives such benefits subject to the housing search limits of 760 CMR 65.04(2)(j). A family receiving temporary accommodation because of aid pending appeal may receive such benefits only during the aid pending appeal period and, if the family is successful in retaining STHT Rental Assistance benefits through the appeal process, during an additional period subject to the housing search limits of 760 CMR 65.04(2)(j), which shall be deemed to run from the date on which the appeal was decided.

65.04: continued

3. Administering agencies shall provide to the Participant receiving temporary accommodation benefits, and the Participant shall sign, an agreement based on a standard form approved by the Department. A Participant who refuses to sign such an agreement may not receive temporary accommodation benefits. The agreement shall provide, in addition to such other terms and conditions of receipt of benefits as the Department may require, that:

- a. the temporary accommodation shall constitute only a license to use any space provided to the family as a temporary accommodation, and only so long as the family complies with 760 CMR 65.00.
- b. the Participant Family must move to another temporary accommodation for the convenience of the Department;
- c. the Participant Family must move to alternative feasible housing, including but not limited to alternative feasible housing made available through STHT non-rental assistance benefits, when such housing becomes available;
- d. the Participant Family must move out if terminated from STHT for any cause on the effective date of the termination;
- e. the Participant Family will abide by any reasonable rules relating to use and occupancy of the premises required by the Owner or Owner's Agent, of which the Participant has had reasonable notice; and
- f. the temporary accommodation does not create a tenancy.

(d) Incentive Payments.

1. The administering agency may provide incentive payments to a non-STHT-Recipient primary tenant to permit the Participant Family to reside with such primary tenant. This benefit allows a family to stay with another family in a situation when the Owner of the unit or the Owner's Agent approves and the unit complies with 105 CMR 410.000: *Minimum Standards of Fitness for Human Habitation State Sanitary Code: Chapter II*, 780 CMR: *Board of Building Regulations and Standards*, and 760 CMR 65.02: Appropriate Size Unit for the total number of residents including the Participant Family, or the primary tenant has the ability to transfer to another unit that complies with 105 CMR 410.000: *Minimum Standards of Fitness for Human Habitation State Sanitary Code: Chapter II*, 780 CMR: *Board of Building Regulations and Standards*, and 760 CMR 65.02: Appropriate Size Unit for the total number of residents including the Participant Family. The Owner or Owner's Agent shall be responsible for ensuring compliance with the State Building Code, the State Sanitary Code, and Appropriate Unit Size requirements.

2. Payments pursuant to 760 CMR 65.04(3)(d) shall not be made in cash to the primary tenant, but shall be in the form of direct payment to providers of services for the benefit of the primary tenant or through the provision of goods (which may include stored value cards) and services to the primary tenant. Incentive payments shall not be considered income to the primary tenant in any program administered by the Department, unless otherwise required by law. Primary tenants receiving incentive payments shall be notified that incentive payments may be considered income in other governmental benefits programs.

3. The primary tenant shall list the Recipients as additional household members with the Owner or Owner's Agent of the primary tenant's unit, and shall sign such documents as the Owner or Owner's Agent and the administering agency may require so that the Participant Family will be able to continue to reside in the primary tenant's unit on a long-term basis. Payments to or on behalf of a primary tenant pursuant to 760 CMR 65.04(3)(d) shall cease immediately as soon as a Participant Family ceases to reside in the relevant unit.

(e) Furnishings. The administering agency may provide the Participant Family with furnishings, or payment to or on behalf of the family for furnishings, such as a refrigerator, beds, bedframes, or cribs, that are necessary to make an unfurnished unit rented by the Participant Family habitable. No furnishings provided pursuant to 760 CMR 65.04(3)(e) shall be affixed to the unit. If benefits are provided pursuant to 760 CMR 65.04(3)(d), any furnishings provided to the Participant pursuant to this provision shall be the property of the Participant and the Participant shall acknowledge that the Participant intends in good faith to use any such furnishings for the intended purpose.

## 65.04: continued

(f) Moving Cost Assistance. Pursuant to 760 CMR 65.04(3)(f), an administering agency may make a single payment to assist a Participant Family with:

1. expenses of transportation for persons and goods to move to a location outside of the Commonwealth of Massachusetts; or
2. a. payments of first month's rent, last month's rent, or a security deposit as required by an Owner or Owner's Agent prior to the Participant Family moving into a unit meeting Appropriate Unit Size and Suitable Unit requirements;
- b. expenses of transportation for persons and goods to move to a location within the Commonwealth of Massachusetts; and
- c. expenses to remove goods from storage. Payments pursuant to 760 CMR 65.04(1) shall be limited as provided in 760 CMR 65.04(3)(b). Moving Cost Assistance may be made on behalf of any Participant Family, whether receiving rental assistance or household assistance.

(g) Rental Stipend. STHT Household Assistance may be used to subsidize regular monthly rental payments for a Participant who is a tenant or co-tenant in a unit pursuant to such guideline as may be established by the Department.

(h) Mediation Services. Pursuant to guidance provided by the Department, administering agencies may provide mediation services to Participant Families, their extended family members, former roommates or housemates, primary tenants who sublet a unit to the Participant Family, and an Owner or Owner's Agent of a unit previously rented by the Participant Family, provided that such mediation services have a significant likelihood of resulting in an agreement to allow the Participant Family to obtain a safe residential accommodation for a period of one year or longer. Mediation services provided through STHT shall be deemed to have incurred no cost to or on behalf of the Participant Family for purposes of annual maximum STHT benefits.

(i) Stabilization Services.

1. Pursuant to guidance provided by the Department, administering agencies shall provide stabilization services to Participant Families. Such services shall include economic self-sufficiency case management services and may include housing search assistance, housing placement support, links with community-based agencies to ensure long-term housing stability and economic growth, and assistance with locating resources to aid in fulfilling stabilization plan requirements for Participant Families.
2. Stabilization services provided through STHT shall be deemed to have incurred no cost to or on behalf of the Participant Family for purposes of annual maximum STHT benefits and shall be provided to all Participant Families for the duration of their receipt of benefits pursuant to 760 CMR 65.00. Interactive stabilization services shall be made available to all Participant Families during such time as the family is receiving non-stabilization STHT benefits or for 12 months from the first date on which non-stabilization STHT benefits were provided to, or payments made on behalf of, the Participant Family, whichever is later, provided that no such services shall be provided after termination of the family's benefits pursuant to 760 CRM 65.05.

65.05: Requirements for Continuing Participation

(1) To receive, or continue to receive, STHT benefits:

(a) Repay Arrearages. A Participant must include, in his or her stabilization plan, a repayment agreement to repay fully over time any arrearage owed to a LHA or to a STHT administering agency and to stay current with any such repayment agreement.

(b) Repay Damages. A Participant must include, in his or her stabilization plan, a repayment agreement to repay fully over time any damages or vacancy loss payments to an LHA or to a STHT administering agency and stay current with such a repayment agreement.

(c) Comply with Program Participation Agreement. A Participant must comply with the terms of his or her Program Participation Agreement, which shall require compliance with applicable STHT program rules and regulations, including the Temporary Accommodation agreement, if applicable. The Program Participation Agreement shall require the Participant and a former Participant (during any appeals period and upon voluntary or involuntary termination from the program) to inform the Administering Agency at all times of current contact information, including address and telephone numbers. If no forwarding contact information is provided, the administering agency shall use the most recent address on file for the Participant or former Participant for any necessary communications.

65.05: continued

(d) Lease Compliance. The Participant Family must not substantially and materially violate its lease. A substantial and material violation of a lease shall include the Participant's failure to pay his or her portion of the rent or utilities for which the family is responsible not more than five days after the due date. Each instance of late payment of rent or utilities shall constitute an independent violation of 760 CMR 65.05(1)(d).

(e) Stabilization Plan Compliance. Adult Recipients must not substantially and materially violate their Stabilization Plans, as in effect at the time of the conduct. Failure to attend a meeting without good cause, as defined in 760 CMR 67.09(2)(e) whether scheduled to take place in person or by telephone, of which the adult Recipients have received written notice at least two days in advance, shall constitute a substantial and material violation of the Stabilization Plan. For purposes of 760 CMR 65.05(1)(e) written notice provided by mail shall be deemed received two days after the date of mailing. Notice in electronic form storable by the giver, such as email, text message, or instant message, shall be considered written notice pursuant to 760 CMR 65.05(1)(e) if the Participant has agreed to receipt of communications from the administering agency in such format.

(f) Criminal Conduct by a Family Member. No member of a Participant Family may engage in criminal conduct, including but not limited to the possession of illegal firearms or the sale or possession of illegal substances, while in the unit or in the building in which the unit is located or on grounds of the property on which the unit is located. If the Participant:

1. should not have known that there was a reasonable possibility that the household member would engage in such criminal activity, and, once he or she became aware of the activity, took reasonable steps to stop the conduct; or
2. the criminal activity was domestic violence, such conduct will not constitute a violation of 760 CMR 65.05(1)(f) if the Participant:
  - a. promptly removes such household member from his or her household composition; and
  - b. takes reasonable steps to prevent the household member from returning to the premises, which may include, if necessary to prevent a return, serving and actively enforcing on his or her own behalf, an abuse prevention order pursuant to M.G.L. c. 209A or cooperating with efforts by the Owner or Owner's Agent to serve and actively enforce against such household member a "no trespass" notice pursuant to M.G.L. c. 266, § 120 or an anti-harassment order pursuant to M.G.L. c. 258E.

(g) Criminal Conduct by a Guest. No one who is a guest of a Participant Family may engage in criminal conduct, including but not limited to the possession of illegal firearms or the sale or possession of illegal substances, while in the unit or in the building in which the unit is located or on grounds of the property on which the unit is located. If the Participant:

1. should not have known that there was a reasonable possibility that the household member would engage in such criminal activity, and, once he or she became aware of the activity, took reasonable steps to stop the conduct; or
2. the criminal activity was domestic violence, such conduct will not constitute a violation of 760 CMR 65.05(1)(g) if the Participant takes reasonable steps to prevent the guest from returning to the premises, which may include, if necessary to prevent a return, serving and actively enforcing on his or her own behalf, an abuse prevention order pursuant to M.G.L. c. 209A or cooperating with efforts by the Owner or Owner's Agent to serve and actively enforce against such household member a "no trespass" notice pursuant to M.G.L. c. 266, § 120 or an anti-harassment order pursuant to M.G.L. c. 258E.

(h) Possession of Lawful Firearms. No one who is a member or guest of a Participant Family may store or have in his or her possession a lawful firearm while in the unit or in the building in which the unit is located or on the grounds of the property on which the unit is located, except if possessor of the firearm is a guest who is a law enforcement official present during the conduct of official duties.

If the Participant should not have known that there was a reasonable possibility that a household member or guest would possess lawful firearms, and such possession was incident to domestic violence, such conduct will not constitute a violation of 760 CMR 65.05(1)(h) if the Participant:

1. promptly removes any such household member from his or her household composition; and

65.05: continued

2. takes reasonable steps to prevent the household member or guest from returning to the premises, which may include, if necessary to prevent a return, serving and actively enforcing on his or her own behalf, an abuse prevention order pursuant to M.G.L. c. 209A or cooperating with efforts by the Owner or Owner's Agent to serve and actively enforce against such household member a "no trespass" notice pursuant to M.G.L. c. 266, § 120 or an anti-harassment order pursuant to M.G.L. c. 258E.

(i) Destruction of Property. No member or guest of a Participant Family shall destroy property in the Unit or in the building in which the Unit is located or on the grounds of the property on which the Unit is located unless the destroyed property belongs to the person who destroys it and the person destroys such property in a safe and sanitary manner.

If the Participant should not have known that there was a reasonable possibility that a household member or guest would engage in destruction of property, and such destruction was incident to domestic violence, such conduct will not constitute a violation of 760 CMR 65.05(1)(i) if the Participant:

1. promptly removes any such household member from his/her household composition; and

2. takes reasonable steps to prevent the household member or guest from returning to the premises, which may include, if necessary to prevent a return, serving and actively enforcing on his or her own behalf, an abuse prevention order pursuant to M.G.L. c. 209A or cooperating with efforts by the Owner or Owner's Agent to serve and actively enforce against such household member a "no trespass" notice pursuant to M.G.L. c. 266, § 120 or an anti-harassment order pursuant to M.G.L. c. 258E.

(j) Threats. Members of the Participant Family and their guests may not engage in conduct that constitutes a health and/or safety threat to staff of the Department, the administering agency, the Owner or Owner's Agent, or to persons lawfully in the building or on the grounds of the building in which the unit is located. Such conduct may include, but is not limited to, acts of physical and sexual violence, threats, abusive language, or intimidation.

(k) Primary Residence. Each Recipient must use the unit as his or her primary residence. The Participant shall inform the administering agency within five days if a Recipient ceases to use the unit as his or her primary residence, which shall include but not be limited to, any vacation-related absence of more than two consecutive weeks.

(l) Abandonment. The Participant Family may not abandon the unit. Abandonment may be established by proof that the Participant Family has removed its belongings; left its belongings in the apartment in a disordered state indicating an intent to abandon and failed to respond within three days to a written request by the administering agency to explain the situation; has not resided in the unit for a period of five consecutive days without notifying the Owner or Owner's Agent and the administering agency; has abandoned the unit pursuant to 760 CMR 65.04(2)(i); or has chosen to leave a Contract Unit with good cause as determined by 760 CMR 67.06(2)(c) and does not locate a new Suitable Unit within the timeframe permitted by the 760 CMR 65.04(2)(j), together with any extensions granted by the administering agency.

(m) Unauthorized Residence. No person who is not a member of the Participant Family at the time of the STHT benefits grant, or the member of another family authorized to share the unit with the Participant Family pursuant to 760 CMR 65.02: Suitable Unit, or 65.04(3)(d) may reside in the unit without the permission of the Department, the Administering Agency, and the Owner or Owner's Agent. Overnight guests are allowed to the extent consistent with the lease and 760 CMR 65.05(1)(m). Any person who stays overnight in the unit beyond the guest visit timeframe permitted by the lease or for longer than 12 days (whether consecutive or cumulative during the course of a 12-month period), whichever is shorter, shall be deemed an unauthorized occupant unless the administering agency determines that the pattern of overnights, in the light of all the circumstances, demonstrates by clear and convincing evidence that the overnight guest in question is not an occupant.

(n) Accurate Reporting.

1. Adult Recipients shall not commit fraud on the STHT program. The Participant must accurately inform the administering agency of the Participant Family's income, assets and family members and must report any material changes of the family's income and assets whenever required for annual or interim recertifications, and must report any material changes in income or family composition, including birth to, or adoption of a minor child by, an adult Recipient, within ten days of such a change.

65.05: continued

2. Any change of family composition, other than the addition of a child by birth or adoption of a child, must be approved by the Administering Agency and the Owner or Owner's Agent according to such guidelines as the Department may issue from time to time. The Administering Agency and the Owner or Owner's Agent shall approve the addition of any minor to the family if an adult Recipient has legal custody and primary physical custody of the minor. Approval for changes to family composition shall not be unreasonably denied, provided that such changes do not increase the Department's assistance payment or introduce into the family an individual who will not assist the Participant Family in obtaining safe, permanent housing. The Administering Agency shall promptly inform the Department of any changes in family composition and income.
- (o) Rejection of Housing. The Participant Family must not reject an offer of safe, permanent housing, as defined in 760 CMR 67.06(4)(b)1. without good cause, as defined in 760 CMR 67.06(6)(a)2. A Participant Family receiving temporary accommodation benefits or relocating pursuant to 760 CMR 65.04(2)(i) or (j) must not reject an offer of a Suitable Unit, without good cause, as defined in 760 CMR 67.06(6)(a). A Participant Family receiving temporary accommodation benefits pursuant to 760 CMR 65.04(3)(c) or 65.07(7) must not, without good cause as defined in 760 CMR 67.06(6)(a)4., reject or fail to appear at an assignment to a temporary accommodation placement or abandon a temporary accommodation placement by taking two or more overnights away from such placement without the authorization of the administering agency.
- (p) Eviction for Nonpayment of Rent or Other Cause. A Rental Assistance Benefits Participant is subject to termination for nonpayment of rent or other lease violations leading to eviction. A Notice of Termination issued under 760 CMR 65.05(1)(p) for nonpayment of rent will be rescinded if the Participant prevails in a summary process action to evict the Participant for nonpayment of rent, or the Owner or Owner's Agent agrees to allow, or a court requires the Owner or Owner's Agent to allow, the Participant Family to remain in the unit for so long as the Participant complies with a rent repayment agreement approved by the Owner or Owner's Agent. The Notice of Termination may be reinstated if the Participant fails to make a payment pursuant to such repayment agreement. If a Notice of Termination under 760 CMR 65.05(1)(p) is rescinded, each monthly instance of non-payment or late payment of rent may be treated as a separate lease violation under 760 CMR 65.05(1)(d). Rental Assistance Benefits Participant shall be terminated if the Owner or Owner's Agent commences a summary process action to evict the Participant for cause other than nonpayment of rent or domestic violence as to which the Participant was a victim. A Notice of Termination issued under 760 CMR 65.05(1)(p) for cause other than nonpayment of rent will be rescinded if the Participant prevails in a summary process action to evict the Participant for such conduct, or the Owner or Owner's Agent agrees to allow, or a court requires the Owner or Owner's Agent to allow, the Participant Family to remain in the unit. If the Participant Family is allowed to remain in the unit for so long as the Participant complies with the terms of an Agreement for Judgment allowing the Participant to remain in the unit indefinitely or for a period longer than one year, the Notice of Termination may be reinstated if the Participant fails to comply with such agreement.
- (q) Recertification. The Participant shall provide all documentation necessary for annual and interim recertifications in order to allow the administering agency to redetermine the Participant Family's type, level, and value of STHT benefits in accordance with 760 CMR 65.03(7).
- (r) Categorical Ineligibility.
1. A Participant Family must continue to maintain program eligibility. A Participant Family that becomes categorically ineligible for Emergency Assistance temporary emergency shelter for a reason other than exceeding Emergency Assistance maximum income requirements shall be immediately terminated from STHT benefits.
  2. If the income of a Participant Family receiving Rental Assistance at any time exceeds 50% of the area median income for its size, that family's STHT benefits will be terminated effective at the end of the sixth full calendar month that occurs after the family's income exceeded such threshold.
  3. If the income of a Participant Family receiving Household Assistance at any time exceeds 50% of the area median income for its size, that family's STHT benefits will be terminated effective at the end of the sixth full calendar month that occurs after the family's income exceeded such threshold.

65.05: continued

4. The Participant Family may become ineligible for these continued STHT benefits during this six-month period for any other reason stated in 760 CMR 65.05.
  5. Once the Participant Family's income exceeds the STHT eligibility standard the income will not be reevaluated to determine STHT eligibility.
- (2) (a) A single violation of 760 CMR 65.05(1)(f) through (r) can lead to termination of STHT benefits.
- (b) Two or more instances of conduct or omissions to act in violation of 760 CMR 65.05(1)(a) through (e) without good cause as stated in 760 CMR 67.06(6)(a)2. are grounds for termination from STHT benefits. A single incident or omission constituting a simultaneous violation of more than one of the provisions listed in 760 CMR 65.05(1)(a) through (e) shall count as only one violation.
- (c) After an initial instance of conduct or omissions to act in violation of 760 CMR 65.05(1)(a) through (e), a second instance of conduct or omissions to act in violation of 760 CMR 65.05(1)(a) through (e) shall be deemed to occur for continuing conduct or omission to act only for a second day of such conduct or omission and only after notification by the administering agency in writing and a reasonable opportunity to correct such continuing violation.
- (d) A single incident or omission constituting a simultaneous violation of a provision or provisions included in 760 CMR 65.05(1)(a) through (e) and a provision or provisions included in 760 CMR 65.05(1)(f) through (r) shall be treated as a single violation of the provision or provisions included in 760 CMR 65.05(1)(f) through (r).
- (e) Termination pursuant to 760 CMR 65.05(1), except for termination pursuant to 760 CMR 65.05(1)(r) for exceeding maximum income requirements, for all needy children in a family reaching the age of 21, or for loss of custody of a dependent child through no fault of the Participant, shall constitute termination for cause, which shall constitute failure to make a good faith effort to follow a Participant's housing stabilization plan.
- (3) To continue to receive, STHT benefits a Participant Family must not have received more than 24 successive months of STHT Rental Assistance benefits, excluding temporary accommodations received prior to a family's first receipt of other STHT benefits. Termination of STHT benefits pursuant to 760 CMR 65.05(3) shall be deemed without fault to the Participant or the Recipients. The administering agency shall provide the Participant with written notice at the recertification at the end of the first year of program participation, excluding temporary accommodations, alerting the Participant to the final date by which STHT benefits will be provided. The calculation by the administering agency of the final date of benefits shall be appealable only at the time of the notice provided as part of such recertification.

65.06: Required Documents

Documents required in the administration of the STHT shall include, but are not limited to:

- (1) Provider Contract. A contract setting out the duties and obligations of the Department and the administering agency must be signed by authorized representatives of both parties.
- (2) Rental Assistance Payment Contract. A contract provided by the Department must be signed by the Owner of a Contract Unit or the Owner's Agent and an administering agency. The Participant and the Recipient family are not parties to or third-party beneficiaries of the Rental Assistance Payment Contract. No Recipient may exercise any right or remedy against the owner under the Rental Assistance Payment Contract. The Rental Assistance Payment Contract shall not be construed as creating any right of the family or other third party (other than the Department) to enforce any provision of the Rental Assistance Payment Contract, or to assert any claim against the Department, the administering agency, or the Owner or Owner's Agent under the Rental Assistance Payment Contract.
- (3) Lease or Lease Addendum. All Rental Assistance Benefits Participants and Owners or Owner's Agents will be required, as determined by the Department, either to execute an STHT Lease in a form prescribed by the Department or to incorporate into the lease between an Owner and an Owner's Agency an STHT Lease Addendum prescribed by the Department.



65.06: continued

(4) Program Participation Agreement. All Participants and authorized administering agency representatives must sign a Program Participation Agreement in a form provided by the Department, which shall set out the rights, duties and obligations of the Participant Family. The Program Participation Agreement shall constitute a contract between the Participant and the administering agency.

(5) Request for Program Payment. When a Rental Assistance Benefits Holder locates a Suitable Unit, the Rental Assistance Benefits Holder shall submit to the administering agency a Request for Program Payment, on a form prescribed by the Department, which shall set out the address of the proposed Contract Unit, the number of bedrooms, the party responsible for payment of utilities, the name and address of the Owner or the Owner's Agent, and the proposed Contract Rent.

(6) Language Access Plan. Any documents required for the administration of STHT that are to be provided to applicants, Participants, or Recipients shall be translated in accordance with the Department's Language Access Plan. Implementation of a form shall not, however, be delayed due to unavailability of translations.

65.07: Appeals Procedure

The following actions by an Administering Agency may be appealed through the hearing procedure: the level and type of benefits granted under 760 CMR 65.00, and termination of benefits under 760 CMR 65.00. No other determinations by an Administering Agency or the Department shall be subject to appeal.

(1) Appeal.

(a) The administering agency shall issue a Notice of Level and Type of Benefits or a Notice of Termination (including any Notice of Termination reinstated pursuant to 760 CMR 65.05(1)(p)) when taking such action as detailed in the nature of such notice. The Participant (Appellant) may make a written request for a hearing to the administering agency, which must be received by the administering agency at its mail office, by mail or other means of delivery, within seven days after a notice of action by the administering agency has been given to applicant or Participant.

(b) The Department or Department's designee shall issue a Notice of Denial of STHT Benefits. The applicant (Appellant) may make a written request for a hearing to the Department Division of Hearings pursuant to 760 CMR 67.00: *Eligibility for Emergency Assistance (EA)*. The appeal of such a Notice shall be heard by the Department Division of Hearings on accordance with 760 CMR 67.09: *Notification Requirements and Fair Hearing Rights - EA*.

(c) To the extent not otherwise specifically provided in 760 CMR 65.00, appeals shall comply with the requirements of 801 CMR 1.02: *Informal/Fair Hearing Rules*.

(2) Hearing Date and Notice of Hearing. The administering agency shall schedule such a hearing on a date within 15 days from the date of a request for a hearing and shall give written notice of not less than three days of the time and place to the Appellant.

(3) Additional Time for Mailing. Any notice to be delivered by the United States Postal Service shall be deemed received by an applicant or Participant three days after mailing by the Department or an administering agency.

(4) Procedure at Hearings. A hearing officer appointed by the administering agency shall conduct the hearing in a fair manner without undue delay. The hearing officer shall initially take appropriate steps to define the issues. Thereafter, relevant information, including testimony of witnesses and written material, shall be received regarding such issues. Both the Appellant and the representative of the administering agency shall be entitled to question each other's witnesses. Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The hearing shall be tape-recorded. The hearing officer may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations and Department and administering agency rules and policies. The hearing officer may request the representative of

65.07: continued

the administering agency or the Appellant to produce additional information in a reasonable time, provided that such additional information is relevant to the issues or is necessary for a decision to be made, and further provided that the other party is provided an opportunity to respond to such additional information.

(5) Written Decision; Effect of Decision. Within 14 days following the hearing or as soon thereafter as reasonably possible, the hearing officer shall provide the administering agency and the Appellant with a written decision, describing the factual situation and ordering whatever relief, if any, that shall be appropriate under the circumstances and under applicable laws, regulations, rules and/or policies. The decision shall be based on the evidence at the hearing, materials submitted after the hearing pursuant to the permission of the hearing officer, and such additional information as may have been requested by the hearing officer. The decision shall inform the Appellant about how to obtain review by the Department and the applicable deadline for requesting review by the Department.

(6) Review by the Department. Within seven days of mailing or other delivery of the hearing officer's decision, the Appellant or the administering agency may request review of the decision by the Department. Upon receipt of a request for review of a hearing officer's decision, the Department shall within three days notify the Appellant and the administering agency that they may submit written documentation, including legal argument, in regard to whether the hearing officer's decision should be upheld, set aside, modified, or remanded, within seven days of the date of the notice. The filing of any responsive documentation shall be only by leave of the Department. After the expiration of the time for submission of documentation, the Department shall promptly decide whether to uphold, set aside or modify the hearing officer's decision after permitting the Appellant and the administering agency to submit documentation. The decision of the Department shall be in writing and shall explain its reasoning if the decision does not uphold the hearing officer's decision. If a written decision is not rendered within 15 days from the expiration of the time for submission of documentation, the decision of the hearing officer shall be upheld.

(7) Effect of a Decision. The decision pursuant to the appeals procedure, unless appealed to court pursuant to M.G.L. c. 30A, shall be binding on the Department, the administering agency, and the Appellant with respect to the particular circumstances involved in the appeal. An initial determination by an administering agency of level and type of benefits shall take effect immediately, even if appealed, and remain in effect until the effective date of an administrative appeal pursuant to 760 CMR 65.07(7), if appealed. A determination by an administering agency of level and type of benefits pursuant to a redetermination of benefits shall take effect pursuant to 760 CMR 65.03(7)(d) if not timely appealed. Except as provided in 760 CMR 65.07(7), if a Notice of Termination or Notice of Level and Type of Benefits are not timely appealed, the decision shall take effect two days after the expiration of the appeal period.

If a Notice of Termination or Notice of Level and Type of Benefits is timely appealed pursuant to 760 CMR 65.07(7), the decision shall take effect eight days after mailing or other delivery of the hearing officer's decision if review of the hearing officer's decision by the Department has not been requested, or two days after the mailing or other delivery of the Department's decision, or the expiration of the Department's time to act, whichever is later. If a Participant has been evicted by the Owner or Owner's Agent before the effective date of a termination of benefits pursuant to 760 CMR 65.07(7), aid pending appeal may be provided by the Department in such temporary accommodations as the administering agency may determine until the effective date of the termination pursuant to 760 CMR 65.07(7).

An Appellant may appeal the Department's decision or failure to act to court pursuant to M.G.L. c. 30A, in which case, the court's determination on the matter shall supersede the decision on the appeal. As between the administering agency and the Department, on the one hand, and any person who was not an appellant, on the other hand, the decision on an appeal shall have no binding effect.

760 CMR: DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

65.08: Waiver Provision

To the extent permitted by law, and to the extent required by the Americans with Disabilities Act and M.G.L. c. 151B, consistent with the rehousing goals and fundamental program requirements of benefits administered under 760 CMR 65.00, provisions of 760 CMR 65.00 may be waived in writing by the Director of the Department of Housing and Community Development if requested by an administering agency or Participant in writing for a good reason. An administering agency may submit such a request on behalf of a Participant.

REGULATORY AUTHORITY

760 CMR 65.00: M.G.L. c. 23B, §§ 3 and 6; Annual Budget line item 7004-0108.

NON-TEXT PAGE