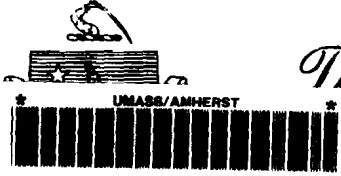


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REGULATIONS PRESCRIBING LEASE PROVISIONS
FOR PUBLIC HOUSING

PROMULGATED
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COMMISSIONER

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REGULATIONS PRESCRIBING LEASE PROVISIONS FOR PUBLIC HOUSING

- 1.) PURPOSE- To set forth standards and criteria of management-tenant relationships to be embodied in dwelling leases in the low-rent public housing program. These regulations supercede all previous regulations of the Department of Community Affairs (DCA) relating to leases for the public housing program in Massachusetts.
- 2.) EFFECTIVE DATE- The effective date of these regulations is February 22, 1973 . As of the effective date of these regulations and until such time as DCA approves an LHA's revised lease, LHAs must act in accordance with the minimum requirement of these regulations as contained in sections VI and VIII(A) for tenant requests made under the termination clause of the model lease, (Section VI). These minimum requirements shall apply even if an LHA has a local policy or present lease provision to the contrary.
- 3.) REQUIREMENTS- No local housing authority (LHA) shall permit any family to occupy a public housing dwelling unit or a rental assistance unit except pursuant to a written lease for such dwelling executed by a responsible member of such family. No such dwelling lease shall contain language which establishes less than the minimum responsibilities and obligations on each of the parties as provided in the model lease attached.

The model lease attached hereto is one form of lease which meets the minimum requirements. The lease is a model only and other language may be substituted or added so long as the lease includes provisions which establish no less than the minimum responsibilities and obligations on each of the parties provided in the model lease.

4.) IMPLEMENTATION OF THESE REGULATIONS

- a.) All LHA's shall submit to DCA for approval as soon as possible, but not later than June 30, 1973, a revised lease that meets the minimum requirements of these regulations. LHA's shall prepare the revised lease in full consultation and cooperation with local tenants' organization and, at the tenants' request, shall negotiate in good faith with the tenants over the terms and form

of the revised lease.

- b.) In circumstances where an LHA and local tenants' organization are negotiating in good faith on the lease procedure to be submitted to DCA and the June 30, 1973 deadline cannot be met, a delay may be granted by DCA. This delay in no case will extend beyond August 31, 1973, and all requests for such a delay under this section must be made jointly by the LHA and local tenants' organization prior to June 30, 1973.
- c.) After August 31, 1973, unless the LHA has received DCA approval of the submitted lease procedure, the LHA must act in accordance with the requirements of these regulations notwithstanding any local policy or procedure.

5.) WAIVER OF CERTAIN MINIMUM REQUIREMENTS- Upon application by an LHA or by a local tenants' organization, DCA may waive one or more of the minimum requirements for public housing leases contained in these regulations. DCA will grant a waiver only upon a showing of one of the following:

- a.) The requirement is inappropriate or inapplicable because of peculiar local conditions.
Example: Paragraph II (H) (4) relating to receptacles for trash collection may be inapplicable in projects with incinerator shutes.
- b.) The requirement will impose a substantial hardship on the LHA or on the tenants.
Example: Paragraph II (H) (1) relating to provision of adequate heat would impose a substantial hardship where an outside contractor had to be hired for one or more days to turn on heating equipment in the event of an unusual cold spell in July.
- c.) The LHA and the local tenants' organization mutually agree that a requirement is undesirable in light of a particular local circumstance.
Example: Paragraph III (F) permitting household pets under certain circumstances might be waived and a no pet clause

substituted where the local tenants' organization and the LHA agreed this was desirable.

In no case will DCA waive a minimum requirement where the provision is mandated by statute or is a matter of constitutional right.

6.) PROCEDURE FOR OBTAINING A WAIVER- If the LHA or the local tenants' organization desires a waiver of one or more of the minimum lease requirements, the party desiring the waiver shall so notify the other party and shall mutually and fully consult with the other party with the goal of reaching agreement on the request for a waiver.

- a.) If the LHA and local tenants' organization agree on the request for waiver of one or more of the minimum requirements, they shall jointly submit their request, with a full statement of reasons, in writing to DCA in care of the Commissioner. DCA shall, within 10 working days, notify the LHA and the local tenants organization of its granting or denial of the request and of the reasons for granting or denying the request.
- b.) If the LHA and the local tenants' organization do not agree on the request for a waiver, the party desiring the waiver shall submit its request with a full statement of reasons, in writing to DCA in care of the Commissioner, and shall send a copy of the request and any documents or information submitted with the request to the party opposing the waiver. The party opposing the waiver shall have 10 working days to submit a written opposition to the request for waiver.

DCA may grant or deny the waiver on the basis of the written submissions or may confer with both parties prior to making its decision. DCA shall within 20 working days of receipt of the request for a waiver notify the LHA and the local tenants' organization of its granting or denial of the request and of the reasons for granting or denying the request.

MODEL DWELLING LEASE FOR PUBLIC HOUSING IN MASSACHUSETTS

The _____ HOUSING AUTHORITY (Management) hereby leases to _____ (Tenant) the apartment described below under the following terms:

Apartment Address _____ Number of Bedrooms _____

Name of Project _____ Occupancy Date _____

_____ Total Monthly Rental _____

I. RENT AND UTILITIES

(A) At the occupancy date, rent of \$ _____ shall be payable. Beginning _____, 19_____, rent shall be payable in _____ equal installments(s) of \$ _____ on the following day(s) of each month: _____.

Management agrees to accept rental payment without regard to any other charge owed by Tenant to Management, and to seek separate legal remedy for the collection of any charges other than rent.

(B) Management shall pay the full cost of the following utilities:

(C) Management shall equip the apartment, before the occupancy date, with a stove and refrigerator at Management's expense.

II. MANAGEMENT AGREES

- (A) To permit Tenant to quietly and peaceably enjoy the apartment, respecting Tenant's right to privacy.
- (B) Not to interfere with Tenant's constitutional rights to freedom of speech, and Tenant's right to organize or join a tenant organization which may engage in collective bargaining with Management.
- (C) To grant Tenant a rent extension for a reasonable period of time or to allow Tenant to change the rent payment days, if Tenant shows good cause.
- (D) Not to charge a late fee for payment of overdue rent.
- (E) To impose no fees, penalties, costs, or other charges on Tenant except those specifically provided for in this lease.
- (F) To impose no charges for services of eviction notices, attorney fees, court costs and other related expenses.
- (G) To provide Tenant when he moves in with a freshly painted apartment in decent, safe, and sanitary condition, in compliance with Article II of the State Sanitary Code, and fitted with new cylinder or door lock.
- (H) To maintain the apartment and common areas of the project in a decent, safe, cleanable and sanitary condition, in compliance with Article II of the State Sanitary Code, and any other state or local codes regulating residential premises. This obligation shall include, but not be limited to, Management's providing:
 - (1) Heat of at least 70 degrees Fahrenheit between 7 a.m. and 11 p.m. and 65 degrees Fahrenheit at other hours, to every room in the apartment.
 - (2) Sufficient hot and cold running water, and plumbing and draining facilities in working order. Hot water must be at least 120 degrees Fahrenheit.
 - (3) Sufficient electricity and gas through outlets and fixtures in safe and working order.
 - (4) Two standard size receptacles upon initial occupancy when they are needed, to store accumulated garbage

and rubbish before final collection.

- (5) Prompt removal of snow and ice from common walkways and driveways.
 - (6) Extermination of the entire project at regular intervals and more often as needed.
 - (7) Maintenance of structural elements (such as walls, ceilings, floors, windows, doors, stairways, elevators, and foundations) in good repair, weatherproof, and free of cracks and holes.
- (I) (1) To repair all defects, after Management is notified, which create an immediate and serious danger to life, health or safety, or provide Tenant with suitable temporary accommodations which meet the minimum requirements of the State Sanitary Code (with reasonable moving costs at Management's expense) as quickly as possible. If repairs are not made or suitable temporary accommodations offered within 72 hours after Management learns or should have learned of the defect, Tenant's rent shall abate completely during the entire period in which the defect exists and no offer of suitable temporary accommodations is made.
- (2) To make all other necessary repairs within 21 working days after being notified of the defect. If repairs are not made within this time period, Tenant may petition the Hearing Panel for a partial rent abatement in proportion to the amount of harm or inconvenience Tenant suffers.
 - (3) To have management employee on call 24 hours of every day to perform emergency repairs.
 - (4) To paint common areas and the apartment on a cycle agreed to by local tenants' organization and Management and as frequently as necessary to cover chipped and peeling paint.

- (5) To provide Tenant, upon request, in those years that painting is not scheduled, with free paint and equipment so that Tenant can paint the apartment when painting is necessary.
- (J) To provide the written notices to Tenant required in this lease either to Tenant personally, or an adult member of Tenant's household, or by mailing to Tenant by certified mail, return receipt requested, provided that in all cases Tenant or the adult member of Tenant's household who received the notice shall sign to indicate receipt.
- (K) To store for 30 days any items left in the apartment after Tenant vacates after termination of the lease (unless the items are perishable or hazardous to health or safety). If Tenant has died, Management shall notify:

name

address

phone

of the stored items. Items unclaimed after 30 days shall first be offered to _____
(name)
and those items not accepted may be disposed of as Management sees fit.

III. TENANT AGREES

- (A) To live in a peaceful way respecting the rights of his neighbors to privacy and quiet.
- (B) To use the apartment only as a private dwelling, and not to sublet it or take in boarders or lodgers.
- (C) To pay rent in a timely fashion as indicated in Section I(A) of the model lease, or to request a rent extension for a reasonable period of time, as indicated in Section II(C) of the model lease.
- (D) To fill out once a year a continued occupancy form upon Management's request.
- (E) To obey all rules and regulations of Management which are consistent with this lease and posted in the project office.

- (F) To keep household pets in a manner which is not a nuisance to other Tenants.
- (G) To notify Management promptly of known need for repairs or maintenance to the apartment and of known unsafe conditions in the common areas and grounds; provided that Tenant's failure to notify shall not affect Management's obligation to repair or maintain those conditions.
- (H) To pay for repair of any damage caused by the intentional, repeated or grossly negligent conduct of a member of Tenant's household. Tenant shall pay only those charges for which Tenant receives a written bill, showing the items of damage, the correctional action taken, and the cost thereof. The charge to Tenant shall be limited to cost of materials and outside labor if required.

Management shall post in the project office a list of material costs for common repairs, and a list of fees for common types of labor performed.

- (I) To leave the apartment in a clean and good condition except for reasonable wear and tear, and to return the keys to Management when Tenant leaves.
- (J) To provide the written notices to Management required in this lease either to a Management employee at the office of Tenant's project or at Management's central office, or send them to Management by mail.

IV. INSPECTIONS

- (A) When Tenant moves in, Management with Tenant and/or Tenant's authorized representative shall inspect the apartment and provide Tenant with a written statement of the condition of the unit and equipment in it. Any dispute arising out of this inspection shall be settled according to the grievance procedure, unless Tenant decides, because of the dispute, not to occupy the apartment, in which case Management shall return any rent paid in advance.

- (B) When Tenant moves out, Management with Tenant and/or Tenant's representative, shall inspect the apartment and provide Tenant with a written statement of the condition of the unit and the equipment in it. This statement also shall specifically identify any costs, charges, or unpaid rent.
- (C) (1) Management shall inspect the apartment during occupancy only for maintenance or extermination purposes.
- (2) Management shall enter the apartment only with Tenant's permission and after giving Tenant 48 hours written notice of the date, time and purpose of the entry; provided that Management may enter immediately if Management reasonably believes that an emergency exists. Management must make a reasonable effort to contact Tenant prior to an emergency entry, and must always give prompt written notice to Tenant of date, time and purpose of the entry, and of the emergency which necessitated it.

V. REDETERMINATION OF RENT, DWELLING SIZE, ELIGIBILITY

- (A) Once each year Management may require Tenant to complete a continued occupancy form, providing accurate information as to family income, employment, and composition. Management may then determine, on the basis of such information and according to the Rent, Dwelling Size and Continued Occupancy Policy Statement posted in the project office, whether Tenant's rent should be changed, whether Tenant's apartment size is still appropriate for Tenant's needs, and whether Tenant is still within the income limit for continued occupancy.
- (B) Rent as fixed in this lease or changed at an annual re-determination shall remain in effect until the next regular determination except that (1) rent shall be lowered at any time Tenant shows a change in family circumstances justifying a lower rent, such as a decline in income or other hardship situation; or (2) rent may be increased if Management finds that Tenant misrepresented facts upon

which the rent is based. If Management finds that Tenant's misrepresentation was intentional, the increase may be made retroactive. Payment of the retroactive amount shall be in monthly installments not exceeding 20% of Tenant's increased rent.

- (C) (1) Before Tenant's rent is changed Management shall send Tenant a written "Notice of Rent change" containing, in clear and understandable language, the following information:
- (a) the new rental amount, the date it will be effective and any retroactive amounts to be paid;
 - (b) the amount of family income, family size and any other facts considered by Management in determining Tenant's new rent;
 - (c) Tenant's right to, and the method of obtaining a timely hearing under the grievance procedure.
- (2) (a) any rent decrease shall be effective on the first rent payment day after Tenant supplies the information justifying the decrease provided that Management has notified Tenant that such a decrease is approved and of the amount of the decrease. Such notice shall be sent to Tenant within ten (10) days of receipt of the information from Tenant.
- (b) any rent increase shall be effective on the first rent payment day of the second month following the sending to Tenant of a "Notice of Rent Change."
- (D) If Management finds that the apartment is no longer appropriate to Tenant's needs according to the posted Rent, Dwelling Size and Continued Occupancy Policy Statement, Management may notify Tenant to move within a reasonable time to another apartment within the same project. Management will allow Tenant to choose, among the appropriate apartments available. Tenant shall have a right to a

change of apartment at any time, if Tenant shows good cause, such as medical need or overcrowding. Management shall provide a new apartment in such cases as soon as possible.

- (E) If Management determines that Tenant has an income in excess of that allowed for continued occupancy under the posted Rent, Dwelling Size and Continued Occupancy Policy Statement, Tenant shall have the right to unlimited successive six-month hardship exemptions, provided Tenant pays an increased monthly rental in accordance with the Policy Statement. The exemption shall be granted upon a showing that, using reasonable effort, Tenant has been unable to locate available housing which is:

- (1) in the same or neighboring city or town;
- (2) in decent, safe, and sanitary condition;
- (3) of appropriate size and at a rental Tenant can afford; and
- (4) within reasonable transportation of Tenant's place of employment.

VI. TERMINATION OF LEASE

- (A) Tenant may terminate any time by giving Management 15 days written notice.
- (B) Management may terminate at any time, but for no reason other than the following:
- (1) Nonpayment of rent.
 - (2) Reasonable likelihood of serious repeated interference with the rights of other Tenants.
 - (3) Reasonable likelihood of serious repeated damage to the apartment or common areas.
 - (4) Income that exceeds the maximum allowable under the Posted Rent, Dwelling Size, and Continued Occupancy Statement.
 - (5) Creation or maintenance of a serious threat to the health or safety of other tenants.

- (6) For a period of one year from the date of occupancy, serious and intentional misrepresentation of any fact required to be submitted by the Tenant as part of his application for admission.
- (C) In order to terminate this lease Management shall take the following steps:
- (1) Management shall have a private conference with Tenant and Tenant's authorized representative at a convenient time and place, and shall present Tenant with a written statement including the following information:
 - (a) the date of the conference;
 - (b) the specific reasons for termination, the facts upon which they are based, and the sources of those facts;
 - (c) Tenant's right to request, within 10 days of the conference, a hearing under the grievance procedure, and the method of making the request;
 - (d) the names, addresses and telephone numbers of the nearest Legal Service office and local tenants' organization representative (if they exist).

At the Conference, Management and Tenant shall discuss any aspects of the proposed termination, and Tenant may make such explanation or reply as he may wish.
 - (2) If Management, after the conference, still wishes to proceed with termination, it shall give Tenant a written "Notice to Vacate" specifying a date of termination at least 30 days after the notice is given to Tenant. No notice shall be given until:
 - (a) 10 days have passed after the conference and the Tenant has not requested a hearing under the grievance procedure; or
 - (b) if Tenant has requested a hearing, the hearing panel's written decision upholding the termination, is sent to Tenant and Management.

- (3) No eviction for non-payment of rent shall take place if Tenant presents his back rent to Management before the eviction occurs.
- (D) If either Management or Tenant properly terminates this lease, and Tenant leaves the apartment between rent payment days, a proportionate adjustment in the rent paid by Tenant shall be made.

VII DESTRUCTION OF UNIT

- (A) If Tenant's apartment is made uninhabitable by fire or otherwise without fault of Tenant, Management shall sign a lease with Tenant for the first available apartment appropriate for Tenant's needs. Until such an apartment is available, Management will provide Tenant with temporary housing at the same rental and as nearly comparable as possible ^{to} Tenant's old apartment.
- (B) Management shall be liable to Tenant for Tenant's loss due to fire, or other cause resulting from Management's negligence.

VIII ENFORCEMENT OF LEASE

- (A) Tenant shall have a right to a hearing on any dispute arising under this lease according to the grievance procedure for which procedures and regulations are posted in the project office and which meet the minimum standards set out in the DCA's Regulations relating to Tenant Grievance Procedures. If Tenant requests a hearing, Management shall not proceed with the questioned act or action until after a written decision is issued by the hearing panel.
- (B) This lease does not in any way change the rights of Tenant and Management to seek any legal remedies under the U.S. Constitution, federal and state statutes, decisional law, and regulations of DCA.

IX. CHANGES

No changes or additions to this lease shall be made except by written agreement of Management and Tenant, or where Tenant is written notice, 30 days in advance of the effective date, that such changes or additions are required to comply with federal or state sta-

statutes, or DCA regulations. This lease represents the entire agreement between Management and Tenant.

EXECUTED on this _____ day of _____, 19_____.

Tenant _____

MANAGEMENT _____
name

_____ title