



675 Massachusetts Avenue, Cambridge, MA 02139 • p 617 864 3020 / TDD 800 545 1833 x112 • f 617 868 5372 • www.cambridge-housing.org

December 15, 2009

**RE: Regulatory Changes Affecting STATE PUBLIC HOUSING Residents Moving to the Federal Program**

Dear Resident,

I am writing to inform you of regulatory changes associated with the change from State Public Housing to Federal Public Housing at your development. This move to the Federal Public Housing Program will require you to sign amendments to your current lease with the CHA. Please note that you will **NOT** be required to move as a result of these changes.

Attached is a draft version of the lease amendment for your review. In keeping with the terms of your lease, the CHA is required to notify you 60 days before amending your lease. **You therefore will not have to sign the lease amendments until February 15, 2010. Your housing manager will notify you about arrangement to sign the lease amendments.** A summary of the proposed changes the amendments will make to your to your lease and how it will affect you is presented below:

- **RENT** On your next annual recertification date after February 15, 2010, the rent for your household will be calculated according to CHA's federal rent simplification process under the Moving to Work Program. For most households, your rent will go down. For about 18% of households, however, rent will increase. Most of these increases will result from a minimum rent of \$50 per month, which is required for Federal Public Housing units. If you are one of the 18% of households with an increase in rent, it will be capped for the first two-year period at \$100 per month. In addition, you may petition the CHA under the hardship process to evaluate if your proposed rent increase is reasonable for your household.
- **"ONE STRIKE" PROVISIONS** Federal Public Housing is subject the "One Strike" regulations which allows the housing authority to pursue a speedy eviction if a household member is in serious violation of the lease, such as a conviction of drug-related activity. In addition, eviction for criminal activity on or off the property is permitted.
- **COMMUNITY SERVICE** All household members in Federal Public Housing are required to contribute eight hours of community service and/or economic self-sufficiency related work per month. You will need to certify this on your next recertification. If you are working, in school, elderly or disabled, or receiving TAFDC, you are not required to comply with this requirement.
- **IMMIGRANT STATUS** All current households are permitted to stay in their apartment regardless of immigration status. For household with no members with eligible immigration status according to HUD requirements, CHA proposes to utilize MRVP subsidies to keep the household in place. For households with a mix of eligible and ineligible members per HUD requirements, CHA will cap the rent at 10% above the current rent simplification rent. Since you will have a utility allowance under federal guidelines, rent for most households will remain at approximately 30% of your gross income.

CHA is required to give residents a 60-day notice period before any changes to the lease can be made. This time frame will end February 15, 2010 and at that time, you will be asked to sign copies of the attached lease amendment forms. Then at your next annual recertification, your rent will be recalculated to conform with the Federal Program and you will be recertified every two years thereafter.

If you have any questions, please call your Housing Manager or Faith Marshall at 617-520-6233. We will do our best to make this transition as orderly and convenient for residents as possible. Thank you for your cooperation.

Sincerely,



Gloria Leipzig, Director  
Operations Department

Una versión en Español de este documento está disponible en su Oficina de Gestión, en la Oficina Central del CHA o en la página web de CHA: www.cambridge-housing.org  
Yon vèsyon Kreyòl Ayisyen pou dokiman enpòtan sa-a disponib nan Biwo Administrasyon-a, nan Biwo Santral CHA, epi nan sit intènèt CHA: www.cambridge-housing.org.  
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## LEASE ADDENDUM- One Strike (Federal Assisted Housing)

**The following provisions amend the lease between the resident and the Cambridge Housing Authority as required by the Federal Housing Opportunity Program Extension Act of 1996.**

### Resident's Obligations

The following are additional Resident obligations:

- 1. RESIDENT** shall assure that the head of household, any member of the household, any guest or other person under the Resident's control shall not engage in
  - A) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the CHA, or
  - B) Any drug-related criminal activity on or off the premises.
- 2. RESIDENT** shall refrain from and cause other members of the household to refrain from alcohol abuse, which the housing authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- 3. RESIDENT** shall refrain from and cause other members of the household to refrain from illegal use of a controlled substance which the housing authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- 4. RESIDENT** shall refrain from and cause other members of the household to refrain from illegal use of a controlled substance.

Compliance with these covenants is a material condition of this Lease for continued occupancy of the premises by the head of household, household members and guests, and any breach of these covenants by the head of household, household members, guests or other person under the Resident's control shall be cause for termination of this lease. If the CHA believes that a breach of one or more of these covenants has occurred, CHA may terminate the tenancy without regard to whether or not any person whose conduct is at issue has been arrested, charged or convicted by law.

### Termination of the Lease

The following are additional grounds for termination of tenancy:

- 1.** Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or any drug-related criminal activity on or off the premises engaged in by the head of household, any member of the household, any guest or other person under the Resident's control.
- 2.** Alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- 3.** Illegal use of a controlled substance.
- 4.** Illegal use of a controlled substance or abuse of alcohol which may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Executed on: \_\_\_\_\_  
Date

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

\_\_\_\_\_  
CHA Staff Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CHA Staff Name

\_\_\_\_\_  
Title



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## LEASE AMENDMENT- SECOND (Federal Assisted Housing)

The Lease, as executed on «**INSERT DATE**», between «**INSERT NAME OF RESIDENT**» and Cambridge Housing Authority (CHA), is hereby amended to include the following additional provisions, and as so amended the Lease shall continue in full force and effect:

**PARAGRAPH 6 of the Lease is hereby amended by adding the following at the conclusion of said paragraph:**

"The provisions of the CHA Moving to Work Rent Policies-Public Housing ("the Rent Policies") as they be from time to time amended, are hereby incorporated by reference into this Lease. To the extent that said Rent Policies are in conflict with any provision of the Lease, the Rent Policies shall control."

**PARAGRAPH 24 of the Lease is hereby amended by adding the following at the conclusion of said paragraph:**

"No tenant whose tenancy is being terminated for breach of any Tenant Obligation contained in or based upon any ground for Termination of Tenancy contained in the One Strike Lease Addendum (i.e. the first Addendum to this Lease) shall be entitled to a pre-termination conference or a grievance hearing prior to termination or voiding of the tenancy."

**PART A PARAGRAPH 1 of the Cambridge Housing Authority Grievance Procedure is amended as follows:**

"This grievance procedure is not applicable to any tenant whose tenancy has been terminated for breach of any Tenant Obligation contained in the One Strike Addendum, or based upon any ground for Termination of Tenancy contained in the One Strike Lease Addendum or pursuant to M.G.L.c.139 or the grounds listed in M.G.L.c.121b§32."

**PARAGRAPH 28 of the Lease is hereby amended by deleting the following:**

"No dogs, cats or other animals and pets shall be kept in or upon the leased premises except birds kept in cages and fish kept in aquariums except a dog lawfully in the apartment prior to March 1, 1982 and registered with the CHA prior to April 9, 1982. An exception to this paragraph may be made by the Director of Management on behalf of a handicapped individual. Such an exception must be in writing. If allowed, each RESIDENT with a pet will abide by any special rules pertaining to pets in his/her development."

**And adding**

(28) The RESIDENT shall be obligated to insure that no member of their household, or guest or other person under the RESIDENT'S control, maintains, harbors or boards any dog, cat, livestock or pet of any nature in the dwelling unit or on the ground of any CHA development except in accordance with the CHA's pet policy.

State and federal elderly developments are exempted from this provision, but are subject to the specific pet rules applicable to these buildings.

In any development, a person with a disability may submit a request to keep a service animal or a companion animal that is needed as a reasonable accommodation for his or her disability.

**PARAGRAPH 40, 41 42 and 43 are hereby added to this Lease:**

40. The Lease shall be renewed automatically for all purposes except if there is non-compliance with Community Service or Self-Sufficiency requirements.

41. SERVICE REQUIREMENTS: A non-exempted Resident and each non-exempted household member shall contribute eight hours of community service each month (not including political activities) or participate in an economic self-sufficiency program for eight hours a month or in a combination of community service and economic self-sufficiency programs for eight hours a month.

42. The CHA shall annually review and determine compliance by each non-exempt member of RESIDENT'S household with the service requirement thirty-days before the expiration of each lease term. If the CHA determines that there is a non-exempt family member who has failed to fulfill their service requirement, the CHA shall notify the tenant of this determination. The notice shall state 1) a brief description of the non-compliance; 2) that the determination of non-compliance is subject to the CHA's grievance procedure; and 3) that unless the tenant enters into an agreement to remedy the noncompliance, the Lease will not be renewed.

43. Violation of the requirements of the Community Service Policy is grounds for non-renewal of this lease pursuant to Paragraph 23, hereof.

**New PARAGRAPH 4a is added to the section entitled "The Apartment: Residents, Rent and Utilities"**

**Nonpayment of Rent – Late Fee**

In the event that a RESIDENT of Federally-assisted housing fails to pay all or any part of the rent within thirty (30) days of its due date, CHA shall impose a fee in the amount of \$25 for failure to pay rent when due, and said amount shall be considered additional rent. Rent payments shall be applied to rental obligations with the oldest obligation being paid first. If the tenant showed good cause for late payment to the CHA, the CHA in its discretion may waive the interest or fee for late payments. By charging said late fee, CHA shall not thereby waive any rights to issue a notice of termination of the tenancy for nonpayment of rent, to bring eviction proceedings against RESIDENT for nonpayment of rent and to collect arrearages, constable fees and costs on account of the RESIDENT'S failure to pay rent when due.

Executed on: \_\_\_\_\_  
Date

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

\_\_\_\_\_  
CHA Staff Signature

\_\_\_\_\_  
CHA Staff Name

\_\_\_\_\_  
Title

