

SOUTH SHORE HOUSING DEVELOPMENT CORPORATION

169 Summer Street, Kingston, MA 02364

781-422-4200

KEY ACTIVITIES:

HOUSING DEVELOPMENT & TECHNICAL ASSISTANCE

- * Completed 379 units of affordable housing.
- * Provided technical assistance to developers of family and/or elderly housing in the towns of Kingston, Harwich, Marshfield, Oak Bluffs, Hanson and Hyannis resulting in the creation of over 180 units.

RENTAL MANAGEMENT

- * Manage 384 units of affordable housing at 31 sites in 15 towns in Plymouth & Bristol counties. This includes 5 units of Department of Mental Retardation and 7 units of Department of Mental Health clients.
- * Provide full array of property management services, including technical consultations.
- * Manage properties funded through various programs; such as, HUD 202, RD (FmHA) 515, HUD 811, HOME, Low Income Tax Credit and Massachusetts Rental Voucher project based program.
- * Administer more than 2,000 federal Housing Choice Voucher rent subsidies and state rental vouchers.
- * Assist Section 8 families achieve financial independence through the Family Self-Sufficiency Program.
- * Administer Shelter Plus Care Program & HOME Tenant Based Rental Assistance Program providing assistance to homeless families.
- * Assist families with open DSS cases reunite through the Section 8 Family Unification Program.
- * Administer JOBLink Program - State's welfare to work program.

HOUSING REHABILITATION - NEIGHBORHOOD REVITALIZATION

- * Rehabilitated substandard units in Plymouth & Bristol Counties under the Section 8 Mod Rehab Program.
- * Bought and repaired 5 severely deteriorated buildings in Taunton.
- * Renovated 8 homes in Brockton in cooperation with a local community group.

HOMEOWNERSHIP

- * Developed 36 single-family units in Pembroke and 70 units in Taunton.
- * Assist homeowners with alternatives to foreclosure.
- * Provide first time homebuyer and post-purchase education workshops.
- * Assist homeowners to obtain home repair loans to repair, remodel, or expand their existing homes.
- * Assist families in obtaining low interest mortgages to purchase and rehabilitate homes in Plymouth County.
- * Administer soft second & down payment assistance programs in the towns of Kingston, Carver & Pembroke, Whitman & Hanson.
- * Administer the Department of Environmental Protection Loan Program for area towns in order to assist homeowners upgrade failed septic systems.
- * Administer Home Modification Program to assist homeowners with disabilities to modify their home.
- * Provide low cost financing to owners of 1 to 4-family properties to remove lead paint from their home.
- * Administer 7-part Financial Literacy Program.
- * Affordable housing locator: *South Shore Realty, Inc.*

TENANT-LANDLORD SERVICES

- * Provide counseling, information, workshops, training and referrals for landlords and tenants.
- * Produced original publications: Landlord's Guide to Renting, and Property Management Guide

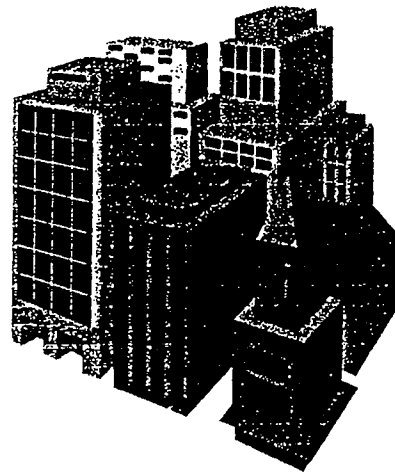
HOMELESS SERVICES

- * Assist families in abusive situations to participate in the Scattered Site Transitional Apartment Program.
- * Help families in shelters find safe, permanent housing through Housing Search Programs.
- * Lead agency for the Victims Relocation Counseling Program.
- * Supportive Housing Program - own and manage ten units in Plymouth and Rockland set aside for housing for disabled families in need of case management services.

FREE ADVERTISING

South Shore Housing offers a free service to landlords in the form of apartment listings that are mailed to clients each week. The listings are separated into 1, 2, 3, and 4/5 bedrooms which are updated every Monday morning.

If you wish to list an apartment, please call 1-800-242-0957 and dial "0" to speak with the operator. Please have the following information available at the time you call:



Town & Address of Unit
Bedrooms
Rent
Date Available
Contact Name & Phone #
Any Comments you have regarding the apartment

Please note that you screen all possible clients and choose who you would like to rent the apartment to.



Any questions, call the above number and speak to the Receptionist.

SOUTH SHORE HOUSING



South Shore Housing Development Corporation
169 Summer Street
Kingston, MA 02364-1220
(781) 422-4200; 1-800-242-0957
FAX (781) 585-7483 *TDD (781) 422-4200

IN AN EFFORT TO SERVE YOU BETTER, PLEASE NOTE THE FOLLOWING

OUR ADDRESS IS 169 SUMMER STREET, KINGSTON, MA 02364

OUR PHONE NUMBER IS 1-(781) 422-4200 OR 1-800-242-0957
OUR TELEFACIMILE (FAX) NUMBER IS 1-(781) 585-7483

OUR OFFICE HOURS ARE MONDAY THROUGH FRIDAY 9:00-5:00

IT IS ALWAYS RECOMMENDED TO MAKE AN APPOINTMENT WITH THE APPROPRIATE PERSON BEFORE COMING IN. IF NOT, THAT PERSON MAY BE WITH ANOTHER CLIENT, OUT OF THE OFFICE, OR UNAVAILABLE.

IF YOU HAVE AN APPOINTMENT WITH YOUR PROGRAM REPRESENTATIVE AND ARE UNABLE TO MAKE IT PLEASE CALL TO RESCHEDULE OR CANCEL, SO THE TIME SET ASIDE FOR YOU CAN BE USED TO ASSIST SOMEONE ELSE.

IF YOU PHONE YOUR PROGRAM REPRESENTATIVE AND GET HIS/HER VOICE MAIL, PLEASE BE AS SPECIFIC AS POSSIBLE IN YOUR MESSAGE. CLEARLY STATE YOUR NAME AND PHONE NUMBER. IF YOU NEED INFORMATION SENT TO YOU, PLEASE INDICATE WHAT THE INFORMATION IS AND WE WILL SEND IT.

PROGRAM REPRESENTATIVES RECEIVE CALLS BETWEEN 9-5. EACH PROGRAM REPRESENTATIVE HAS ONE DAY A WEEK OFF THE PHONES TO PROCESS YOUR PAPERWORK. THE FOLLOWING IS A LIST OF PROGRAM REPRESENTATIVES, THEIR DIRECT LINE TELEPHONE NUMBER AND THEIR DAY OFF THE PHONE:

ANNE WHITE : 1-781-422-4227 – THURSDAY- (JOBLINK)
CHARLENE GUILMETTE: 1-781-422-4269 - TUESDAY
DONNA RUSSELL: 1-781-422-4278 - THURSDAY
KATHY ADAMS: 1-781-422-4216 – WEDNESDAY
KATHY FABRIZIO: 1-781-422-4254 - WEDNESDAY
LYNNE PASOLINI: 1-781-422-4235 – WEDNESDAY
MICHELLE MALMBERG: 1-781-422-4294-TUESDAY

CHIARA SMITH
PROGRAM REPRESENTATIVE
SUPERVISOR
1-781-422-4226

IF YOU HAVE A QUESTION REGARDING YOUR ANNUAL RECERTIFICATION PAPERS, YOU SHOULD ASK TO SPEAK WITH THE RENEWAL DEPARTMENT.

IF YOU HAVE A QUESTION REGARDING AN INSPECTION, YOU SHOULD ASK TO SPEAK WITH THE INSPECTION DEPARTMENT.

PLEASE BE AWARE THAT YOUR PHONE CALLS ARE IMPORTANT TO US AND WE WILL RETURN THEM AS SOON AS POSSIBLE. BY TAKING A FEW MINUTES TO READ THIS INFORMATION YOU ARE HELPING US TO SERVE YOU BETTER.

CHOOSING A TENANT

The choice of a tenant is always up to the landlord. Whether choosing a tenant participating in the rental assistance program or choosing a market tenant, we strongly recommend that you do a thorough screening of your tenants.

Please remember that this is your tenant, SSHDC is not a party of any lease.

SECURITY DEPOSITS

The payment of a security deposit is the tenants responsibility. This should be collected and held by the landlord in accordance with Mass State Law requirements.

DETERMINING THE RENT

RENT REASONABLENESS

The Housing Agency must certify and document on a case-by-case basis that the contract rent for each unit for which a lease has been approved is:

- 1) reasonable in relation to rents currently being charged for comparable units in the private unassisted market; and
- 2) not in excess of rents currently being charged by the owner for comparable unassisted units.

This process is done by conducting a rental survey for each city/town that we administer the program in. Surveys are completed quarterly, the information is obtained by calling newspaper ads, contacting rental agents and information provided by landlords regarding their rental units.

The information from the survey is compiled by town and bedroom size. When an inspection is performed the inspector will give the unit a grade based upon the overall condition of the building. The grade is used with the survey to determine a reasonable rent.

THE TENANT PORTION OF RENT AND UTILITY ALLOWANCE

Recent changes in the rental assistance programs have mandated a merger between the certificate and voucher programs. In accordance with these regulations the tenant's share of the rent will be calculated based upon a payment

standard for the town where the unit is located. The tenant share will be between 30-40% of their adjusted gross income toward rent and utilities.

For each utility (heat, hot water, cooking, electricity) the tenant is responsible for paying, there is a Utility Allowance deduction.

Utility Allowances are not actual costs, but are determined by an estimation chart, accounting for differences in building types (single family, high rise, etc.), the type of fuel (gas, oil, electric), and the number of rooms which meet the bedroom criteria.

INSPECTION STANDARDS

SSHDC is required to comply with two sets of inspection standards. They are the housing quality standards established by the Department of Housing and Urban Development (HUD) and our contracting agency, the Department of Housing and Community Development (DHCD).

1. HUD'S HOUSING QUALITY STANDARDS (HQS)

Federal Standards for the Section 8 Program

DHCD can not waive any of these requirements

There are no "CONDITIONAL APPROVALS" of a unit that fails the HQS standards. A HAP Contract can not be prepared on the basis of an agreement that a failed item will be repaired within a certain time period.

2. DHCD INSPECTION REQUIREMENTS

Additional standards required by DHCD

DHCD may review waiver requests

3. MASS. STATE SANITARY CODE

Enforced by local Boards of Health

Occupancy Permit or Certificate of Fitness

Compliance with the Mass. Lead Law is required

INSPECTION PROCEDURES

The potential tenant will have some paperwork that needs to be completed by both the landlord and tenant. This packet is called the request for lease approval. Be sure to complete all areas and sign each area as instructed. If the family has a child under the age of 6, we require the landlord to submit a letter of compliance from a licensed lead paint inspector. This must be submitted before the inspection can be scheduled.

Once the completed paperwork has been submitted, the program representative will contact you with any questions. If all is set for the inspection to take place, an inspection clerk will contact you to schedule an inspection. Initial inspections are generally scheduled within 5 working days after the completed paperwork is received and any questions answered.

The inspector will make a determination that the unit fails inspection, meets the pass/repair requirement – meaning there are some repairs that need to be completed but the unit meets the standards to begin a lease, or, the unit passes inspection. You will be informed at the time of the inspection of the results. Written reports will be sent to both the landlord and tenant.

Families with children under 6

There can be no defective paint inside or out, regardless of the lead content (HQS). Check porches, window wells, holes in plaster.

Any unsafe site or neighborhood conditions (waterways, railroad tracks, out-buildings, abandoned cars).

Rail spacing on porches, decks or lofts can be no more than 6”.

Exterior Condition

Any obvious site conditions that would be hazardous, unsafe or unsanitary (standing water, debris, glass, sharp objects).

Missing or damaged siding or shingles which would allow weather to enter building.

Check stairs, rails, porches for broken, cracked, missing or insecure parts.

Garbage cans or dumpster present?

Exterior lighting at each exit doorway and fire exit passageway.

Exterior doors must be lockable for security. Locks which require a key to get out are not allowed.

Interior-Common Hallway Conditions

Adequate lighting

10+ units require emergency lighting with exits clearly marked.

A smoke detector is required.

Handrails are required on all sections of stairs with 4 or more risers or with an unprotected height (over 30") which are used by the tenant on a regular basis. Reasonably spaced balusters are required (with children under 6, no more than 6" spacing).

LEASE-UP PROCESS

Once the unit has either passed inspection or been determined a pass/repair we can process the lease, lease addendum and contract. This will be processed in our office and sent to the landlord for the necessary signatures.

You may choose to use your own lease or the HUD model dwelling lease. If you choose to use your lease we need to review and approve it. HUD requires that a lease addendum and contract be used.

YOU SHOULD NOT ALLOW A TENANT TO MOVE-IN UNTIL YOU HAVE BEEN GIVEN AUTHORIZATION FROM THE PROGRAM REPRESENTATIVE.

Housing Assistance Payments

Once the lease addendum and contract have been returned signed, we will release the housing assistance payments. Payments are sent on the first of each month for that month. For leases and contracts that are returned after the checks run for the first, we process a check run on the 15th of the month. Completed paperwork must be received 5 business days prior to the check run. For some, the first housing assistance (hap) payment will be retroactive to the beginning date of the lease and include payment through the end of the month payment is received. From that time forward payments will be made on the first of each month.

CONTINUING ASSISTANCE

Each year the program participant is required to go through a recertification process. This includes verification of family size and income. At this time we are also required to perform our annual inspection of the unit. We notify the tenant of the inspection date and request that they notify the landlord.

TERMINATING A TENANCY

The requirements to terminate a tenancy are the same with a rental assistance participant as with a market tenant. All terminations should be in compliance with the lease and Mass. State Laws. We do ask that you supply our office with copies of any notices sent to the tenant.

**IF YOU HAVE QUESTIONS PLEASE FEEL FREE TO CONTACT
OUR OFFICE AT:**

**SOUTH SHORE HOUSING DEVELOPMENT CORP
169 SUMMER ST
KINGSTON**

1-781-422-4200, 1-800-242-0957, FAX 1-781-585-7483

**HOUSING LAW
WITH FEDERAL FAIR HOUSING LAW**

MASSACHUSETTS GENERAL LAWS Ch. 151B

<u>Laws</u>	<u>Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968)</u>	<u>Before Amendments</u>	<u>After Amendments</u>
<u>Protected Classes</u>	Race, color, national Origin, sex, religion, handicap, and familial status (children).	Same as Title VIII, except for following: 1) Whereas Title VIII covers handicap, c.151B only covered blindness & hearing impairment; 2) C.151 also covers ancestry, marital status, age, military/veteran status, public & rental assistance status, & sexual orientation.	Amended c. 151B adds in all handicap; retains all other protected categories.
<u>Prohibited Practices</u>	Prohibited practices include; refusal to sell/rent; discrimination in terms, conditions, or privileges of sales/rental; false representation of availability; block-busting; coercion & intimidation; discriminatory advertising, discrimination in financing, selling, brokering or appraising of residential property; & discrimination in access, membership, or participation in real estate brokers' organization. Regarding <u>handicap</u> : also, refusal to permit, at handicapped person's expense, reasonable modifications of premises, failure to design/construct certain multi-family dwellings intended for 1 st occupancy after 2/13/91 so as to be handicap-accessible.	Contained many prohibited practices under Title VIII except did not include the following: 1) Coercion & intimidation 2) explicit language regarding discriminatory advertising 3) Handicap-related prohibitions. 4) Language similar to Title VIII prohibiting discrimination in financing, selling, brokering, or appraising of residential property, and 5) Discrimination in access, membership, or participation in real estate brokers' organizations.	Incorporates all prohibited practices mentioned in Title VIII. As regards the modification of units for handicap-accessibility, provides for modification at owner's expense in certain cases involving publicly assisted housing & buildings/complexes of 10 units or more, Amendments also clarify language regarding subsidy discrimination.
<u>Enforcement Mechanisms/ Remedies</u>	Complaints can be filed with U.S. Dept. Housing & Urban Development, which can result in hearing before Administrative Law Judge (ALJ) or civil action in U.S. district court, or may be filed directly in U.S. district The ALJ can award damages & injunctive relief & order civil penalties of up to \$10,000 for 1 st offense, \$50,000 for 2nd and, \$50,000 for the 3 rd . Actual damages, punitive damages, and injunctive relief are available in a civil action.	Complaints are filed with Massachusetts Commission Against Discrimination (MCAD). Cases can be processed at MCAD or removed to Superior, Probate, or Housing Court. \$2,000 limit on damages at MCAD. Attorneys' fees could not be awarded.	Provides for enforcement similar to Title VIII, including the following 1) enables complainant/ respondent, after a preliminary finding of discrimination, to pursue civil action in Superior court (civil action brought by Attorney General's office); 2) eliminates the \$2,000 limit on damages; 3) includes the same civil penalties as Title VIII; 4) provides for the awarding of actual & punitive damages in civil action; and 5) Provides for attorneys' fees to prevailing complainants.

November 1, 1989

**SUMMARY OF "AN ACT FURTHER PREVENTING LEAD POISONING"
CHAPTER 773 OF THE ACTS OF 1987
THE COMMONWEALTH OF MASSACHUSETTS**

LEAD LAW PROVISIONS FOR RESIDENTIAL LANDLORDS

The Commonwealth's "lead law" is enforced by local boards of health or other code enforcement agencies and by the Childhood Lead Poisoning Prevention Program (CLPPP) of the state Department of Public Health. Violations of the law will be treated in the same manner as violations of the State Sanitary Code. Enforcement agencies may seek criminal penalties for lead law violations. (Section 198 of Chapter 111 of the General Laws) In addition, residential property owners will be liable to parents and children for all monetary damages caused by their failure to comply with their responsibilities under the law. If landlords have been notified of a dangerous level of lead in paint, plaster, soil, or other materials on their property, and they fail to correct all dangerous conditions, they will be liable for triple the actual damages found. (Section 199)

Landlords must arrange for the removal or covering of lead-based paint, plaster, soil, or other materials under any of three circumstances:

- (1) when a dwelling unit is occupied by a family with a child under the age of six years,
- (2) when a residential property undergoes a change of owners and a family with a child under the age of six will reside in the property, or
- (3) when a board of health or code enforcement agency orders deleading because (a) a child under six spends at more than 10 hours a week on the premises (for at least one month) and has or is at risk of lead poisoning, or (b) a person with an elevated blood lead level demonstrates delayed or retarded cognitive development resides on the premises.

The removal or covering of lead-based materials applies to all interior, common area, and exterior surfaces that are accessible to children under the age of six years. (Section 197(a)) All peeling paint or broken plaster must be removed or adequately covered. All paint must be removed from movable surfaces or surfaces that are impacted by movable parts of windows with sills within five feet of the floor or ground. Intact paint or plaster must be removed from surfaces which extend from walls or are otherwise accessible within five feet of the floor or ground.

Deleading may be performed only by a contractor licensed by the state Department of Labor and Industries to conduct deleading. (Section 197B(b)) Lead inspections may be performed only by persons licensed by the Department of Public Health to conduct inspections. (Section 197B(a))

Five days prior to removing or covering lead-based paint, the landlord or the deleading contractor must notify (1) the occupants of the residential dwelling, (2) the local board of health or code enforcement agency, (3) the

