



#### 6.2.4 Obligations of the Voucher Holder

The following lists all the obligations of the Voucher Holder. A Voucher Holder or Participant may be terminated from MRVP for failing to meet their obligations. These obligations make the Voucher Holder responsible for the actions of the entire Household. The AA must explain the Voucher Holder obligations to the Voucher Holder in plain language. For LEP persons, the AA shall follow the guidelines in Chapter 3.3 of this plan and their own Language Access Plan. The AA must be reasonably certain that all Voucher Holders understand their obligations.

The AA may, at its discretion, create a complementary document for the Voucher Holder to sign that also outlines their obligations. Fundamental changes to Voucher Holder obligations may not be made, and DHCD reserves the right to approve such document.

The Voucher Holder must at a minimum:

- Report any changes in Household income or Household composition to the AA within 30 days of the change.
  - o An addition of a Household member, other than through birth, adoption, or court ordered custody, must have prior approval of the AA.
- Supply any certification, release, information, or documentation which the AA or DHCD deems necessary for the administration of MRVP, including documents for:
  - o Annual recertification;
  - o Interim reexamination, when necessary;
  - o Verification of Household income, including past income; and
  - o Verification of Household composition.
- Take all steps necessary to ensure that the unit continues to comply with Article II of the State Sanitary Code and other local health ordinances, including:
  - o Keeping the contracted unit decent, safe, and sanitary;
  - o Not damaging the unit beyond reasonable wear and tear;
  - o Notifying the Owner when the unit is in need of repair or is no longer decent, safe, or sanitary; and
  - o Notifying the local Board of Health and AA if the Owner fails to respond to tenant notifications regarding the condition of the unit.
- Comply with all lease terms.
- Pay the Tenant Rent Share of the rent to the Owner in accordance to lease provisions.
- Receive permission from the AA prior to terminating the lease for cause. Cause may include:

22 Bicentennial Court, Mansfield, MA 02048 Ph: (508) 339-6890 Fax: (508) 339-4956

Email: [section8@mansfieldhousing.com](mailto:section8@mansfieldhousing.com)

<http://www.mansfieldma.com/town-government/elected-mansfield-officials/housing-authority>

- o Housing safety violations under Article II of the State Sanitary Code;
- o Reasonable accommodation due to a Household member's disability;
- o Domestic violence, which does NOT require AA permission; and
- o Other reasons as allowed by a court of law.
- Subsequently give the Owner and AA written notice at least one full calendar month prior to terminating the lease for cause. Notice is NOT required in cases of domestic violence.
- Give the Owner and AA written notice at least two full calendar months prior to not renewing the lease at the lease renewal date.
- Use the contracted unit as the sole residence of the Voucher Holder and the Voucher Holder's Household for which the unit size was determined.
- Use the contracted unit as the Voucher Holder's sole residence.
- Ensure that only the Household members listed by the AA as authorized to reside in the contracted unit are the occupants.
- Pay all amounts for damages, fees, and charges legally due under the terms of the lease in connection with occupancy of the contracted unit, except for the amount of the Voucher payment.
  - o The Voucher Holder is responsible for any damages caused by any member of the Household or any Household member's Guest, in accordance with the lease.
- Grant the AA or DHCD access to the contracted unit for the purpose of performing audit inspections.

The Voucher Holder must not:

- Threaten or engage in abusive behavior towards any AA employee.
- Own or have any financial interest in the Contract Unit occupied under MRVP.
  - o The Owner of the Contract Unit cannot be the spouse of the Voucher Holder or any other Household member, even if separated.
  - o While the Voucher Holder, or any other Household member, cannot own or have any interest in the Contract Unit, the Owner of the Contract Unit may be another immediate family member of the Voucher Holder or another Household member, excluding a spouse.
- Be absent from the Contract Unit, with all other Household member, for more than 30 days consecutively or collectively (in any 12-month period) or the Contract Unit will be considered abandoned.
- Allow a Guest to stay in the Contract Unit for more than 30 days consecutively or collectively (in any 12-month period).
  - o Any Guest who stays longer than 30 days consecutively or collectively (in any 12-month period) must be added to the Household.
  - o A Guest must have the consent of a Household member to stay in the unit.
  - o The Head of Household may request that the AA approve a longer stay for a Guest, if they can show good cause for the request, but must make the request before the initial 30-day (or longer, if approved) time period is up. If the time period is up, the AA shall deny the request, unless there are extenuating circumstances.

- o Children who are subject to a joint custody arrangement or for whom a Household member has visitation privileges that are not included as a Household member because they live outside of the unit more than 50 percent of the time are not subject to time limitations of a Guest, but also do not receive a bedroom.
- o An Owner may have additional limitations on Guests that the Participant must follow.
- o An AA approval does not bind the Owner, if the lease requires Owner approval of a Guest or imposes a shorter time limit on any one Guest sleeping in the Contract Unit.
- Commit any fraud or knowingly make any false statements in connection with MRVP (See Chapter 17.1 for a further discussion of fraud).
- Receive a duplicative housing assistance subsidy under MRVP or any other rental assistance program. Duplicative assistance is assistance that pays part of the Contract Rent or Tenant Rent Share for the same unit as the MRVP Voucher.
  - o Section 8 rental assistance, Shelter Plus Care rental assistance, or any other program that pays all or part of the Household's rent or determines the Household's rent share based on income is duplicative assistance.
  - o Payment of rent arrearages by RAFT or similar programs providing short-term financial assistance to Households who are homeless or at risk of becoming homeless is not duplicative assistance.
  - o The use of HomeBASE Household Assistance to pay all or part of the amount that would otherwise be due from the Household to the Owner as rent is considered duplicative assistance. However, the use of HomeBASE Household Assistance or other similar programs used for moving expenses, security deposits, furniture, or household appliances is not duplicative assistance.
  - o Fuel assistance is not duplicative assistance.
  - o Relocation payments are not duplicative assistance.
- Pay a rental amount other than that amount agreed to and specified in the executed lease or subsequent changes.
- Be convicted of violent criminal activity or other criminal acts which interfere with the health, safety, security, or peaceful enjoyment of other tenants or have adversely affected the physical environment of the other tenants, including drug related crimes.
  - o Examples include conviction of possession, distribution and/or use of sale of narcotic drugs, rape, assault, or breaking and entering.
- Be evicted by the Owner for cause or breach of the lease.

---

Tenant

---

Date