

Date: May 24, 2004

MetroWest Outreach Connection Inc

Homeless Prevention Program

Eligibility Guidelines

MetroWest Outreach Connection Inc. will not discriminate based on: age, race, color, sex, religion, national origin, disability, family status, receipt of public assistance, or sexual orientation.

Persons who may be eligible include families or individuals that are in immediate danger of eviction, foreclosure or homelessness or are currently homeless. The family or individual must document a temporary economic crisis beyond their control and must be able to demonstrate an ability to meet the prospective rental/mortgage obligations after the financial assistance has been granted based on current or anticipated income.

To meet these requirements, the individual or family must already have received an eviction notice or foreclosure notice. There must also be documentation and information to substantiate the service provider's expectation that the household will be able to resume payments after receiving the financial assistance (e.g., evidence of future income such as SSI, TANF, etc.). A family or individual must be 18 years or older and financially eligible for emergency assistance or be below the median income for the town or city in which they reside at the time of the request. Homeless prevention funds can be used for financial assistance only under the following circumstances:

A. Eviction/Foreclosure

- 1) The assistance is necessary to prevent eviction or foreclosure.
- 2) The inability of the household to pay the rent or mortgage is due to a sudden loss of income.
- 3) There is a reasonable prospect that the household will be able to resume payments.
- 4) The assistance will not supplant funding for pre-existing homeless prevention activities from other sources.
- 5) A family must have been residing in the city or town for at least 12 months to receive assistance.
- 6) One family or individual application can be acted upon in a 12-month period.
- 7) An applicant who has received previous assistance may only receive additional assistance under extenuating circumstances, such as; medical expenses, a death in the immediate family, recent family illness not covered by insurance, sale of dwelling where the client is residing or some significant and unforeseen increase in expenses such as rent, auto repairs or seasonal increase in cost for utilities.
- 8) Applicant agrees to supply residential information periodically for a period of up to a year, regarding the ongoing stability of the rental or mortgage including giving consent for staff to verify information. Applicant agrees for MWOC personnel to verify by telephone or mail their residential information for a period up to a year.

B. First Month/Last Month Rent and Security Deposit

Definition: A security deposit is any advance rental payment other than an advance for the first month's rent. A security deposit remains the tenant's property. Security deposits must be kept in an escrow interest bearing account. Landlords must return security deposits with interest minus deductions 14 to 45 days after a tenant moves out. Legal action and arbitration can be taken through a Security Deposit Investigator or small claims court.

Rental Agreements: According to state consumer protection regulations, a landlord must include the following in a written rental agreement:

- The names, addresses and telephone numbers of the owners and other persons who are responsible for the care, maintenance and repair of the property;
- The name, address and telephone number of the person authorized to receive notices of violations of law and to accept notice of lawsuit on behalf of the owner;
- The amount of the security deposit and disclosure of rights under the Security Deposit Law.

The landlord also must give the renter an executed copy of this agreement within 30 days of signing it.

- 1) A valid rental agreement must be submitted with the application for rent and security deposit.
- 2) Any changes to the agreement must be submitted to the MetroWest Outreach Connection, Inc.
- 3) The family or individual must be currently homeless.
- 4) There must be proof of income that the family or individual will be able to sustain rent payments in the future.
- 5) The rental property must be located within the following area: Ashland, Framingham, Holliston, Hopkinton, Hudson, Marlborough, Medway, Natick, Northborough, Sherborn, Southborough, Sudbury, Wayland, and Westborough.
- 6) This is a one time assistance
- 7) Applicant agrees to supply residential information periodically for a period of up to a year, regarding the ongoing stability of the housing including giving consent for MWOC personnel to verify information.
- 8) Applicant agrees to give us permission to periodically contact their landlord for proof of residency.

C. Emergency Financial Assistance

Under extenuating circumstances an applicant may apply for financial assistance for the following reasons:

- 1) A family member has a medical emergency that is not covered by insurance. The family must choose between paying the rent or providing the family member with the necessary medication.
- 2) There is a death in the family and (a) there is no burial insurance, (b) the family must travel out of state and uses the rent and other sources of revenue to travel or (c) the family is left with a debt that must be paid by the survivors.
- 3) The building where the tenant resides is sold and (a) the new owner significantly increases the monthly rent or (b) evicts the client and the client cannot find a similarly-priced apartment or (3) due eviction, the client needs a security deposit to obtain new permanent housing.
- 4) The client pays for utilities and there is a seasonal spike in costs or there is a substantial rate increase.
- 5) The client has a major automobile repair and needs the vehicle to get to work each day.
- 6) A loss of unemployment benefits.
- 7) A loss of child support.
- 8) A loss of government benefits.

Note:

These eligibility guidelines may be altered, amended, repealed or added to by an affirmative vote of a simple majority of the Board of Directors.