

November 2, 1994

8.

To: The Cambridge City Council

From: Complainant Woodrow Wilson Court Tenant Welch

1994 NOV -2 AM 11:55

RE: Removal of the Members of the board of commissioners of the Cambridge Housing Authority, for Misconduct in Office, In Accordance With Gen Law. c 121B.6

The attached Complaint and supporting Exhibits A-H against the members of the board of commissioners of the Cambridge Housing Authority is hereby submitted to the Cambridge City Council in accordance with the procedure set out in section 6 of Gen. law c. 121B.

This Complaint requests that the members of the Cambridge City Council act in accordance with the procedure set out in Gen. law c. 121B.6 by promptly conducting a hearing based upon the two audit reports of State Auditor DiNucci showing facts that the members of the board of Commissioners of the Cambridge Housing Authority have been and now are responsible for overcharging tenants rent and utilities, and have been and now are engaged in other acts of misconduct, and after hearing the Cambridge City Council should apply the standards for removal established by the Court in the cases of Miller vs. Town of Hull Mass CA (Mass) 1989, 878 F.2d 523 certiorari denied 110 (SCT) 501 493 US 976 107 L. Ed 2d 504 and Bunte v. Mayor of Boston (1972) 278 N.E. 2d 709, 361 Mass 71, and thereafter removed said members of the board of commissioners of the Cambridge Housing Authority for misconduct and for their own safety.

Submitted on behalf of all
Cambridge Housing Authority Tenants
by Woodrow Wilson Court Tenant Welch
Jack aka George J. Welch Jr.

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The Amended Complaint of Woodrow Wilson Court Tenant Welch
on his own behalf and on behalf of all other affected Cambridge
Housing Authority Tenants and on behalf of Space Rental Inc,
a Storage Facility in Lynn MA and on behalf of the Somerville YMCA
vs.

RECEIVED
OCT 19 1994
ATTORNEY GENERAL'S
COMPLAINT SECTION

THE STATE AUDITOR
ADMINISTRATIVE OFFICE

The Cambridge Housing Authority & Others and Alexander Whiteside,
Chief Counsel, Executive Office of Communities and Development (EOCD)

Submitted to State Auditor Di Nucci for an Audit, to Attorney General Harshbarger for Court Action
to Governor Weld appointee, Mary Padula, Secretary, EOCD, a State Agency, for Administrative Action

Received
EOCD
10-21-94
hc
burthe
Secretary

I am the undersigned Woodrow Wilson Court Welch, the Complainant, in this amended
Complaint vs. The Cambridge Housing Authority (CHA), the members of the CHA board, the
CHA executive director, Daniel Wuenschel, Keeper of the CHA's records under the Fair
Information Practices Act (FIPA), Gen. Law c. 66A s(2)(h) and under the EOCD FIPA
Regulations, 751 CMR 7.00, and those persons they employ who are responsible for the
for overcharging me rent on a monthly basis effective September 1, 1991, along with 57%
of the other Tenants whose files were reviewed by State Auditor Di Nucci during the audit
period April 1, 1992 to March 31, 1993 as appears in his Audit Report of February 25, 1994
to the chair of the CHA board revealing that the CHA put Tenants rent payments above the
limit established by Gen Law chapter 121B section 32 by rounding up to the nearest dollar
Tenants' rent records and payments contrary to the Rent-Determination, 760 CMR 7.02, of the
state agency, Executive Office of Communities and Development (EOCD), currently headed by
Governor Weld appointee, Mary L. Padula. A true copy of State Auditor Di Nucci's February 25, 1994
CHA Audit Report to the CHA board, cc: Daniel Wuenschel, executive director is attached as
Exhibit A.

Based upon the failure, at all times to the present, of the CHA board and
their employee, Daniel Wuenschel, Keeper of the CHA's records to act after receiving
State Auditor Di Nucci's February 25, 1994 CHA Audit report by notifying us that the
CHA has corrected our rent payment records as required under FIPA, Gen Law c. 66A s.2h,
and the EOCD FIPA Regulations, 751 CMR 7.00, and that the CHA, with concurrence
from EOCD, processed rent/utility rebates to tenants who have been overcharged, as
was represented to State Auditor Di Nucci and appears in State Auditor Di Nucci's CHA
Audit Report to the CHA board of July 27, 1989 for the audit period April 1, 1984 to
March 31, 1986 at page 6, attached as Exhibit B, this Complaint requests that State

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STATE AUDITOR
ADMINISTRATIVE OFFICE

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K. Roc
CHA

Tenant Welch & Others vs. the Cambridge Housing Authority & Others and Whiteside
 Before The EOCB Secretary, the State Attorney General, the State Auditor

Auditor, A. Joseph DiNucci, the State Attorney General, Scott Harshbarger, and Governor Weld appointee, Mary Padula, Secretary, EOCB act as follows:

1. That Governor Weld appointee, Mary L. Padula, Secretary, EOCB act in accordance with her duties under Gen Law c. 23B s. 1 by directing her subordinate Alexander Whiteside, EOCB chief counsel to remove from the public records of the State Attorney General and the Cambridge Housing Authority the copies of his August 8, 1994 letters to Stuart Rossman, Assistant Attorney General and to Susan Cohen, General Counsel, CHA, revealing at page 4 that EOCB chief counsel knew that the CHA was, effective September 1, 1991, overcharging a Tenant rent on a monthly basis by putting the Tenant's monthly rent records and rent payments above the limit established by Gen. Law c. 121B s. 32 and contrary to EOCB Rent Determination Regulations 760 CMR 7.02 by rounding Tenant rent up to the nearest dollar as appears by his statement "In this latter regard, I have reviewed your letter of August 1, 1991 in which you complain that your rent was improperly raised from \$60 per month to \$67 per month, effective September 1, 1991. In your letter you state that the increased rent was not 22% of your income, yet the rent determination letter showed an annual net household income of \$3,644.40, of which 22% is \$801.77 or \$66.81 per month.", yet by his August 8, 1994 letter Alexander Whiteside failed to advise his female superior Mary Padula, Cabinet Secretary as to the proper action that she should take based upon his findings resulting in damages to the Tenants overcharged and instead falsely represented to those copied ~~that~~ "EOCB has, however, looked into the subject matter of your complaint, and as set out above finds that the procedures followed by the Cambridge Housing Authority were adequate.", with full knowledge that the EOCB lacks subject matter of a Tenant's Grievance Complaint until after the CHA's Hearing Panel hears and thereafter enters a Written Decision into the Tenant's records from which the Tenant appeals to the EOCB for relief. A true copy of page 4 of EOCB chief counsel Whiteside's August 8, 1994 letter is attached as Exhibit C.

2. In addition to directing subordinate, Alexander Whiteside, to act as set out in the above paragraph and directing him to recuse himself until the end of the world and not be involved in any matter which I may bring to the attention of the EOCB, EOCB Secretary Padula should

Tenant Welch & Others vs. the Cambridge Housing Authority & Others and Whiteside
 Before The EOC Secretary, the State Auditor, the State Attorney General

2. (cont) act in accordance with her authority under Gen. law c. 121B s. 29 and with the assistance of competent counsel provided by Attorney General Harshbarger, who should provide such counsel without regard to the fact that EOC Secretary Padula is Governor Weld's appointee and with the assistance of State Auditor DiNucci
- a. Review EOC's records to verify that the Tenants overcharged \$20,040 in the CHA's Family Housing Program (200), Elderly Housing Program (667), Family Scattered-Site Housing Program (705) and the Leased Housing Program (707) and all other Tenants overcharge but whose records were not reviewed, received the correct rent/utility rebates with the concurrence from EOC as represented to State Auditor DiNucci as appears on page 6 and Exhibit on page 11 of State Auditor DiNucci's July 27, 1989 CHA audit Report (See Exhibit B)
 - b. Issue an Administrative Order and thereafter verify that the CHA process and promptly repay to all Tenants overcharged at any time to the present the correct amount of rent/utility rebate.
 - c. Issue an Administrative Order and thereafter verify that the CHA's Tenant repayment records maintained by Daniel Wuenschel, the CHA's Keeper of Records under EOC FI PA regulations and the FI PA General Laws 66A s. 2(h) are corrected to show the correct amount of rents Tenants pay and owe.
 - d. Issue an Administrative Order and thereafter verify that the CHA process and promptly repay to all Tenants overcharged rent and utility payments while residents of the CHA's 200-1 Development Woodrow Wilson Court as of
 - (1) February 1988 when the CHA entered into a Financial Assistance Contract with the Commonwealth through the EOC to obtain public funds to make emergency repairs to the roofs, walls, and other structural defects existing in Woodrow Wilson Court's three-multi-unit building designed to provide housing accommodations for 67 Tenants, some with children, said roofs, walls and other structural defects were conditions existing in violation of the Minimum Standards of Fitness for human habitation established under Chapter II of the State Sanitary Code 105 CMR 410.00 and such conditions were listed in 105 CMR 410.750 of Chapter II of the State Sanitary Code as conditions which may endanger or materially impair the health or safety and well-being of the Woodrow Wilson Court Tenants occupying the buildings some with kids.

(2. d. (1) con't) and such conditions were not caused by the Woodrow Wilson Court Tenants or any person acting under the Tenants control and prior to any Tenant being in arrears in rent or ds a result of the Tenants denying the CHA's management reasonable access to the buildings or premises for the purpose of making the necessary repairs using the additional rent-income obtained by overcharging Tenants rent or by spending the public funds received from the Commonwealth yearly under the policy of this commonwealth that each housing authority shall manage and operate decent, safe and sanitary dwelling accommodations at the lowest possible costs.

2. d. (2) Issue and Administrative Order and thereafter verify that the CHA process and promptly repay to all Tenants overcharged rent and utility payments while residents of the CHA's 200-1 Development Woodrow Wilson Court at any time from February 1988 when the CHA acted as described in paragraph 2. d. (1) above until January 10, 1992 when EOC Secretary Mary Padula received the January 10, 1992 Memorandum and Cambridge Housing Authority Priority 1 Project (which affects the immediate health safety and welfare of the Tenants and their children occupying the buildings of the CHA's 200-1 development (Woodrow Wilson Court) including me, Woodrow Wilson Court Tenant Welch) Data Sheet, attached as Exhibit D, requesting EOC Secretary Padula approve and sign the contract between the Cambridge Housing Authority and its contractor for Roof, Wall and emergency structural repair at the CHA's 200-1 development (Woodrow Wilson Court) showing that the CHA knew of the conditions during the time in question and at the time the CHA notified Woodrow Tenants that on Thursday March 19, 1992 the Contractor would begin roof, wall and emergency structural rehabilitation at Woodrow Wilson Court as appears from a true copy of the Notice also attached with the January 10, 1992 Memorandum and Project Data Sheet to EOC Secretary Padula, as Exhibit D.

The above requested Administrative Orders appearing in paragraph 2 d et seq ^{is} ~~are~~ reasonably necessary based upon the failure at all times from February 1988 to the present of the CHA to act in accordance with paragraphs 11, 12, 13, 14 and 16 of its lease existing as of April 22, 1992 and in particular paragraph 16 "In the event repairs are not or cannot be made within the time periods specified in paragraph 13, the CHA shall offer Resident standard alternative accommodations (with reasonable moving cost at the CHA's expense). In the event that repairs

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 Before the EOCB Secretary, the State Attorney General, The State Auditor

are not made nor reasonable alternative accommodations provided Resident shall have the right to abate his/her monthly rent in proportion to the seriousness of the defect or damage or loss in value to the dwelling unit... "as appears on page 3 of the CHA lease as of April 22, 1992 a true copy of said page is attached as Exhibit E and which does not appear in the CHA's March 1992 Notice to Woodrow Wilson Court Tenants regarding the commencement of repairs to the Woodrow Wilson Court buildings, read March 19, 1992 Notice at Exhibit D.

3. Based upon the fact that I was one of the Woodrow Wilson Court during the time described in paragraph 2 above and as described through out EOCB chief counsel Alexander Whiteside's August 8, 1994 letter, An Administrative Order requiring the CHA to pay to Space Rental Inc, Lynn MA its costs for the storage of my possessions and to pay for the costs of returning my possessions to reasonable alternative accommodations provided by the CHA, ~~said~~ in accordance with paragraph 16 of its lease, said possessions having been removed from my one-bedroom apartment at #24, 3 Woodrow Wilson Court without a valid notice to quit or valid court order and removed on April 22, 1992 after the following unlawful acts by the CHA

- a. the failure of the CHA's general counsel to act in accordance with the provisions of the EOCB's Model Grievance Regulations adopted by the CHA under a letter of agreement dated September 15, 1977, by serving a written answer to my February 19, 1991 Grievance Complaint as required by the EOCB's letter at page 2 " Regarding improper actions or failure to act by the LHA, it is appropriate to state that " the burden is then on the LHA to justify the action or inaction proposed in its answer to the tenant's complaint." , a true copy of said three page letter is attached as Exhibit F
and

- b. May 15, 1991, when the CHA's board acting its single commissioner Warren McManus participated as a hearing panel member acting in violation of the procedural due process protections of Amend 14 to the US Constitution and with full knowledge of the conditions existing in Woodrow Wilson Courts buildings as described above and on the face of the two page decision signed by Charles M. Wyzanski, the conditions existing in the premises, and

(3. b con't) conducted a non payment of rent hearing acting in violation of Gen. Law c. 121B s. 32 and EDCD Lease Regulations 760 CMR 2.00 and entered into my records as a Tenant by Charles M. Wyzanski acting in violation of FIPA G.L. c. 66A s. 2(h) and EDCD FIPA Regulations, 751 CMR 7.02 and with full knowledge that no rent was owed nor notice to quit properly served in accordance with lease procedure a true copy of said decision of May 15, 1991 is attached as Exhibit G.

c. After the CHA served a Notice dated April 17, 1992 falsely stating that ~~the~~ court order empowering the Cambridge Housing Authority to repossess (my apartment) was enclosed when in fact no complaint has been filed in the Middlesex District Court Action 1468-91 properly and for possession. Said notice also falsely stated "You are being evicted for non-payment of rent. You currently owe rent in the amount of \$1,112.00." which included rent overcharges effective September 1, 1991 as discussed throughout this complaint, a true copy of CHA's April 17, 1992 Notice is attached as Exhibit H.

3. The above requested Administrative Order appearing in paragraph 3 above is reasonably necessary based upon the failure of Susan Carol Cohen, attorney for the CHA's board of commissioners to act as requested in my July 14, 1994 letter to her, with supporting Exhibits, and the failure of the CHA to pay to Space Rental, Inc. of Lynn Mass, its storage costs as appears in the July 14, 1994 letter filed with assistant attorney general, Stuart Rossman, and EDCD Secretary Rodda on July 18, 1994.

4. For the reasons set out in paragraph 3 above and throughout this Complaint supported by the Exhibits, an Administrative Order that the CHA pay to the Somerville YMCA my rent for residing in a SRO as a Temporary Residence which is not a reasonable alternative accommodation to my one bedroom apartment and the rent is in excess of 22% of my income as established under Gen. Law 121B s. 32.

5. As an alternative to issuing each one of the Administrative Orders appearing in

(5. cont'd) paragraphs 2 a and thereafter, EOC Secretary Mary Padula should act as authorized under Gen Law 121B section 34 which provides "In the event of a breach by a housing authority of any provisions of contract between it and the commonwealth relating to a project, the commonwealth, acting by the department (EOC) may take immediate possession of the project and retain possession and operate the project in the place and stead of the housing authority, with all the rights and powers of the housing authority and subject to all of its obligations respecting the possession and operation of the project and the revenues therefrom until such time as such breach shall have been corrected to the satisfaction of the department," by taking possession of all state-aided projects owned, operated, and managed by the CHA with public funds provided to the CHA by the commonwealth through the EOC under contracts with the CHA in accordance with the policy of the commonwealth appearing in Gen. Law 121B s.32, with no provision authorizing the CHA to commit the acts over the past 10 years as found by the State Auditor and as appears from the public records of the EOC the CHA and the Courts of the Commonwealth existing in addition to the Exhibits attached to this Complaint.

b. Whether Attorney General Scott Harshbarger works with or independent of Governor Weld appointee, Mary L. Padula, EOC Secretary in the prompt, just and an expensive and final disposition of the subject matter of this Complaint, the Attorney General should act in accordance with the findings of the Court that under Gen Law c. 12 s.11 the Attorney General has common law duty to represent public interest, to protect public interest and enforce public rights as a statutory mandate under this section, Com vs Mass CRINC (1984) 466 N.E. 2nd 792, 392 Mass 79, and should act with the understanding that despite their low income, the tenants, sustaining damages and losses, as a result of the wrongful act of the CHA and those persons aiding and abetting the CHA, are members of the public too and should not be used by any of Attorney General Harshbarger's assistants just to get some in court experience or to get their name known to the judges.

dated October 19, 1994

with Exhibits

George F. Welch
Somerville YMCA (Temp)
101 Highland Avenue Rm 402
Somerville MA 02143
(617) 625-5413

Joseph
Woodrow Wilson Court Tenant Welch
on his own behalf and on behalf
of those persons identified in this Complaint

EXHIBIT A



The Commonwealth of Massachusetts

AUDITOR OF THE COMMONWEALTH

STATE HOUSE, BOSTON 02133

A. JOSEPH DENUCCI

AUDITOR

TEL. (617) 727-2075

94-626-2

Ms. Ruth F. Peltier, Chairperson
Cambridge Housing Authority
270 Green Street
Cambridge, Massachusetts 02139

February 25, 1994

Dear Ms. Peltier:

In accordance with Chapter 11, Section 12, of the Massachusetts General Laws, we conducted an audit of the Cambridge Housing Authority. We examined selected financial and operational activities of the Authority for the period April 1, 1992 to March 31, 1993 to determine whether the Authority complied with applicable laws and regulations. Our audit was conducted in accordance with generally accepted government auditing standards for financial-related audits and accordingly included such tests as we considered necessary.

Our audit procedures consisted of a review of the following:

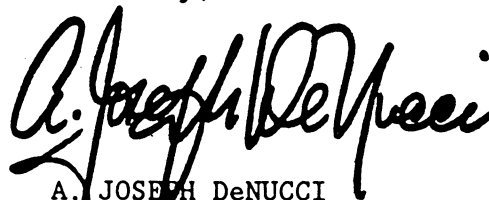
- a. Tenant-selection procedures to ensure that tenants are selected in accordance with Executive Office of Communities and Development (EOCD) regulations.
- b. Annual rent-determination procedures by testing selected tenants' files to ensure that rents are calculated properly and in accordance with EOCD regulations.
- c. Modernization and development awards to verify that contracts are awarded properly, that funds are received and disbursed in accordance with the contracts, and that the Authority had EOCD's approval prior to making payments for services rendered in connection with these programs.
- d. Vacancy records to determine whether the Authority's procedures for preparing and filling vacant units for new tenants meet EOCD's time frames for one-bedroom and two- (or more) bedroom units.

94-626-2

- e. Payments to landlords under the MRVP program to ensure compliance with contract provisions and that rental charges by landlords are consistent with fair-market rents.
- f. Travel-related expenses and payments to board members and employees to ensure compliance with EOCD regulations on travel and related reimbursements.
- g. Site-inspection procedures and records to ensure compliance with EOCD inspection requirements and that selected housing units are in safe and sanitary condition.
- h. Property and equipment inventory-control procedures to determine compliance with EOCD requirements.
- i. Workpapers and audit reports of the Authority's private accountant, who reviewed the fiscal year ended March 31, 1993, for adequacy and compliance with generally accepted government auditing standards.

Based on our review, we have concluded that, during the 12-month period ended March 31, 1993, the Authority complied with the provisions of laws and regulations covering tenant selection, modernization and development awards, procedures for preparing and filling vacant units for new tenants, payments to landlords under the MRVP program, travel-related expenses and payments to board members and employees, site-inspection procedures, and inventory controls over property and equipment. We also determined that the private accountant's workpapers and audit report presentation were in compliance with generally accepted government auditing standards. In addition, as discussed in the accompanying attachment, our review revealed that, contrary to EOCD regulations, the Authority was rounding up to the nearest dollar instead of down to the nearest dollar when computing its tenants' rent determinations.

Sincerely,



A. JOSEPH DeNUCCI
Auditor of the Commonwealth

cc: Daniel Wuenschel, Executive Director

Attachment

ATTACHMENT

Noncompliance with Rent-Determination Regulations

Our review of the Cambridge Housing Authority's procedures for determining rent charged to tenants during the 12-month period ended March 31, 1993 consisted of examining rent-determination forms completed and included in tenants' files.

760 Code of Massachusetts Regulations (CMR) 7.02, as cited in the Executive Office of Communities and Development's (EOCD's) Management Handbook, Volume II, Module 7, "Requirements for Rent Determination," states, in part:

Housing authorities can round rents down to the nearest dollar but not up to the nearest dollar. Rounding up is not permitted because it would put the tenant's rent payment above the statutory limit. . .

We reviewed 53 of 1,221 tenant files for the audit period and found that for 30 tenant files (57%) the Authority had rounded up tenant rents to the nearest dollar, contrary to 760 CMR 7.02. As a result, the Authority put tenant rent payments above the statutory limit.

The Authority indicated that tenants' rents were inadvertently rounded up by its computer software package for calculating rents. The Authority's software was designed to conform with federal Department of Housing and Urban Development guidelines, which allow tenants' rents to be rounded up. The Authority stated that it has modified the rent calculation software to comply with EOCD guidelines.

Recommendation: The Authority should continue to ensure compliance with EOCD guidelines when calculating tenants' annual rent charges.

94-626-2

Auditee's Response:

The Cambridge Housing Authority hereby accepts the draft audit report on the audit conducted for the period April 1, 1992 to March 31, 1993 and offers no additions or modifications for the purpose of issuing the final report.

The Authority iterates the fact that it has implemented the audit recommendation on rent calculations with calls for rents to be rounded down to the nearest dollar.

CHA is in full compliance with EOCD guidelines.

EXHIBIT B



The Commonwealth of Massachusetts

AUDITOR OF THE COMMONWEALTH

STATE HOUSE, BOSTON 02133

A. JOSEPH DENUCCI
AUDITOR

TEL. (617) 727-2075

88-626-2

Irving M. Tobin, Chairman
Cambridge Housing Authority
270 Green Street
Cambridge, Massachusetts 02139

July 27, 1989

Dear Mr. Tobin:

In accordance with Chapter 11, Section 12, of the Massachusetts General Laws, we have reviewed selected financial and operational activities of the Cambridge Housing Authority for the period April 1, 1984 to March 31, 1986.

Our review procedures consisted of the following:

- a. Review of modernization awards (1) to verify that all contracts were properly awarded and that change orders were allowable, and (2) to determine whether excess funds were returned to EOCD.
- b. Review of rent-determination procedures to ensure that rents were calculated properly and were performed in accordance with EOCD regulations.
- c. Review of tenant-selection procedures to ensure that tenants were placed in accordance with EOCD regulations and to determine whether units were available for occupancy within a reasonable time period.
- d. Review of development funds provided for new programs to determine compliance with EOCD regulations.
- e. Review of the Leased Housing Program (707) to examine rates for excessive administrative allowances that could result in an unnecessary surplus in the program.
- f. Review of site-inspection procedures of all programs to ensure that the Authority was providing safe and sanitary housing for its tenants.
- g. Review of energy grant awards and funds disbursed to determine compliance with EOCD requirements.
- h. Review of the Authority's progress in correcting deficiencies outlined in our prior audit report (No. 85-626-1).

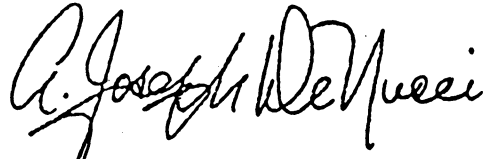
Our review disclosed the following audit results:

- (1) During the audit period, the Authority lost \$4,428 in potential rental income and overcharged tenants \$20,040. Both undercharging and overcharging were found in the Family Housing Program (200), Elderly Housing Program (667), Family Scattered-Site Housing Program (705), and the Leased Housing Program (707).
- (2) During the audit period, the Authority lost \$35,665 of potential rental income because of excessive delays in preparing and filling 152 vacant units for new tenants. Potential rental income totalling \$25,369 was lost in the Family Housing Program (200), \$9,548 in the Elderly Housing Program (667), and \$748 in the Family Scattered-Site Housing Program (705).
- (3) Concerning the Authority's progress in correcting deficiencies noted in our prior audit report, our current review disclosed that the Authority ceased making improper interprogram payments to its Elderly Counseling Services Program (Title XX). However, the Authority still needs to obtain EOCD approval to write off the uncollectible balance of \$10,000. Our prior audit report also disclosed that the Authority provided its Executive Director with a leased vehicle valued at \$8,747 under a 36-month agreement that was neither submitted to, nor approved by, EOCD. Our current review disclosed that in May 1987, the lease agreement expired and the Authority has discontinued this practice of leasing without proper approval.

These issues are further explained in the Attachment. The Authority's response indicated that corrective action has been taken on the issue of rent determination. The remaining two issues of prolonged vacancies and inter-program financing are being addressed by the Authority.

Because the aforementioned procedures do not constitute an examination for financial and compliance audits made in accordance with generally accepted government auditing standards, we do not express an opinion on the Authority's financial statements taken as a whole. Had we performed additional procedures or had we made an examination of the financial statements in accordance with generally accepted government auditing standards, matters might have come to our attention that would have been reported to you. This report relates only to the items specified on the previous page and does not extend to any financial statements of the Cambridge Housing Authority taken as a whole.

We extend our appreciation to your staff for the assistance they provided us during our review.

A handwritten signature in black ink, reading "A. Joseph DeNucci". The signature is written in a cursive style with a large initial "A" and a long, sweeping underline.

A. JOSEPH DeNUCCI
Auditor of the Commonwealth

ATTACHMENT

1. Noncompliance with Rent-Determination Regulations

Our review of the Cambridge Housing Authority's procedures for determining rent charged to tenants during the audit period consisted of examining rent-determination forms completed and included in tenants' files.

760 Code of Massachusetts Regulations (CMR) 7.02, as cited in the Executive Office of Communities and Development's (EOCD's) Management Handbook, Volume II, Module 7, "Requirements for Rent Determination," states, in part:

(1) Each Local Housing Authority (LHA) shall charge rent in accordance with the following schedule:

(a) Where the tenant does not pay for any utilities, the rent shall be 25 percent of monthly net income as defined in 760 CMR 7.03.

(b) Where the tenant pays for some or all utilities, the rent shall be 20 percent of monthly net income as defined in 760 CMR 7.03 minus an allowance by bedroom size for reasonable monthly consumption of utilities.

EOCD's sample rent calculation, included in the above criteria, states:

Housing authorities can round rents down to the nearest dollar but not up to the nearest dollar. Rounding up is not permitted because it would put the tenant's rent payment above the statutory limit. . . .

760 CMR 7.04 states, in part:

On a scheduled basis the Tenant shall complete and file with Management each year an occupancy form, providing accurate information as to family income, employment, and composition. Management may then determine 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.

We reviewed 107 (11.5%) of 930 tenant files for each fiscal year and found that, in 8 tenant files, 12 rent-determination forms were missing for the two fiscal years reviewed. As a result, we could not verify that the Authority was properly calculating rents in these 12 instances.

When we examined the available rent-determination forms to determine whether rental charges for the two fiscal years were accurate and allowable,

we found that 60 rent-determination forms completed for fiscal year 1985 and 81 forms completed for fiscal year 1986 showed incorrect computations of annual rent. As a result of the inaccurate rent determinations for the two fiscal years, the Authority overcharged tenants \$20,040, and lost \$4,428 in potential rental income because it undercharged tenants. Both undercharging and overcharging were found in the Family Housing Program (200), Elderly Housing Program (667), Family Scattered-Site Housing Program (705), and the Leased Housing Program (707). (See the Exhibit, page 11, which details the overcharges and lost income by program.) Included in the \$20,040 were overcharges totalling \$408 (to 29 tenants) that resulted when the Authority rounded off dollar amounts to the next highest dollar, contrary to EOCB regulations.

We attribute the overcharges and undercharges to inaccurate mathematical calculations made by program managers and the absence of a verification process by central office management staff.

The Assistant Manager of the Authority's central office management staff said that she was not aware of the deficiencies noted and assured us that corrective action would be taken.

Recommendation: The Authority should comply with EOCB's regulations on rent-determinations by (1) ensuring that adequate documentation is located in tenants' files to support the Authority's rent-determination computations and (2) discontinuing the practice of rounding off dollar amounts to the next highest dollar when calculating tenants' annual rent charges.

Auditee's Response:

The Authority is in compliance with your recommendations and EOCB's regulations on rent-determination. Central office staff is auditing tenant files to insure that adequate verification is presented by tenants. Also, rent-determination is now fully computerized and mathematical errors will cause the process to be stopped until it is corrected. Our computer does round up but it will be modified to conform

with EOCD's regulations. Finally, the Authority is in compliance with 760 Code of Massachusetts Regulations (CMR) 7.02, as cited in the Executive Office of Communities and Development's Management Handbook. We have implemented both sections (a) and (b). . . . Additionally, in response to the concern over rent-determination and utility allowances, the Authority, with concurrence from EOCD, processed rent/utility rebates to tenants who had been overcharged.

2. Excessive Delays in Preparing and Filling Vacant Units for New Tenants

We found that the Authority lost potential rental income totalling \$35,665 for fiscal years 1985 and 1986 because of excessive delays in preparing and filling 152 vacant units for new tenants. This loss of potential rental income created a need in the Family Housing Program (200-C), the Elderly Housing Program (667-C), and the Family Scattered-Site Housing Program (705-1) for greater operating subsidies from the Commonwealth.

The Executive Office of Communities and Development's (EOCD's) procedural guide Management Incentive Program for Massachusetts Housing Authorities, effective July 1, 1982, requires each housing authority to verify that it takes adequate steps to maintain the lowest possible vacancy rate. Although EOCD does not require that vacant units be prepared for new tenants and filled within a certain timeframe, EOCD considers delays of more than 15 days for one-bedroom units and 30 days for units of two or more bedrooms to be excessive.

Our review indicated that, contrary to EOCD's criteria, the Authority had 152 units vacant for periods ranging from 16 to 4,214 days. Based on our calculation, the Authority could have generated \$35,665 in potential rental income. The following table delineates the vacancy data and the rental income lost by program:

Summary of Delays in Preparing and Filling Vacancies

<u>Program</u>	<u>Project</u>	<u>Number of Vacant Units</u>	<u>Range in Number of Days Vacant in Excess of Criteria</u>	<u>Total Days Vacant in Excess of Criteria</u>	<u>Rental Income Lost</u>
200-1	Woodrow Wilson Court	12	14-304	858	\$ 3,602
200-3	Lincoln Way	8	47-207	540	2,479
200-4	Roosevelt Towers	52	1-641	4,214	16,624
200-5	Jackson Gardens	13	31-168	501	2,664
667-1	Manning Apartments	44	1-243	1,735	6,972
667-2	Norfolk Street	12	30-169	440	1,563
667-3A	Linnaean Street	9	15-128	235	932
667-3B	Putnam School Apartments	1	31	16	81
705-1	Willow Street Homes	<u>1</u>	<u>153</u>	<u>138</u>	<u>748</u>
		<u>152</u>	<u>1-641</u>	<u>8,677</u>	<u>\$35,665*</u>

*Based on average daily rent applicable to individual programs.

Also, as a result of the delays, eligible tenants were deprived of subsidized housing facilities. The number of eligible applicants on the Authority's waiting lists was 1,661 in fiscal year 1986 and 1,450 in fiscal year 1985.

Of the 152 vacant units, 15 remained vacant more than 150 days beyond the 15-day and 30-day periods that EOCB considers reasonable.

<u>Project</u>	<u>Unit Number</u>	<u>Date Vacated</u>	<u>Date Filled</u>	<u>Excess Days Vacant</u>	<u>Rental Income Lost*</u>
Woodrow Wilson Court	#22	12/31/84	11/01/85	289	\$1,191
Lincoln Way	#56	06/07/85	01/01/86	177	859
Roosevelt Towers:	#2	06/30/85	01/15/86	168	665
	#15	08/01/83	05/01/84	259	993
	#22	01/31/85	08/15/85	166	639
	#41	08/01/85	03/15/86	196	781
	#168	05/31/84	09/15/86**	641	2,588
	#188	04/03/85	11/10/85	190	741
	#189	09/01/83	05/01/84	228	874
	#202	02/28/85	07/01/85	154	595
	#308w	11/30/85	10/16/85	153	579
	#708w	05/31/85	11/18/85	155	605

<u>Project</u>	<u>Unit Number</u>	<u>Date Vacated</u>	<u>Date Filled</u>	<u>Excess Days Vacant</u>	<u>Rental Income Lost*</u>
Manning Apartments:	#4e	06/30/85	03/01/86	228	913
	#4c	06/30/85	03/01/86	228	913
Norfolk Street	#208	03/15/84	09/01/84	154	543

*Based on average daily rent applicable to individual programs.

**Apartment filled subsequent to the audit period. Computations include data applicable through March 31, 1986 only.

In addition, we found that the Authority used a loose-leaf binder instead of a ledger system for recording vacancies. In many instances, only the program's unit number and the date vacated were recorded. Omitted were the unit's condition, date of rent increase, date filled, and control number of new household.

The correct procedures for recording vacancies appear in EOCD's procedural guide, Management Handbook, Volume II, Module 5, under Appendix B-2, Item 3:

Unit Vacancy Ledger: The LHA [Local Housing Authority] shall maintain records of unit vacancies through a ledger accounting system. . . . The LHA shall maintain one ledger book with non-removable pages for each bedroom size. Vacancies shall be recorded in the appropriate books as they occur. Each page in the ledger books shall be set up with the appropriate columns to record location of vacancy, date unit became available, date unit is filled.

Since the Authority's Leasing and Occupancy Department experienced major personnel changes, the new management staff could not render a reasonable explanation for the cited conditions. However, the Assistant Manager representing the Authority's central office staff advised the audit team that this issue would be addressed and corrected to comply with EOCD requirements.

Recommendation: The Authority should ensure that vacated units are ready for occupancy within the 15-day and 30-day periods in order for it to maintain the lowest possible vacancy rate and avoid lost rental income. Also, the Authority should adhere to EOCD procedures for recording unit vacancies.

Auditee's Response:

The [Cambridge] Housing Authority has been aware of this problem for some time and in the last year has taken significant steps to minimize our turn around time. Specifically, we now have more maintenance personnel available to paint because of contract changes and we are also bidding on the painting of apartments to outside contractors. With these new procedures, our turn around time is dropping and we hope to be within EOCB's guidelines by the end of our current fiscal year. Finally, the Authority is now using a computerized ledger system for recording and tracking of vacancies.

3. Follow-up of Prior Audit Report Results

We conducted a follow-up review of the two deficiencies noted in our prior audit report (No. 85-626-1) to determine the extent of the Authority's progress in implementing our recommendations.

a. Improper Interprogram Financing to Support Other Program Operations:

Our prior audit report disclosed that the Authority used funds from the Elderly Housing Program (667-2) and its Revolving Fund - Payroll to finance certain expenses incurred under its contract with the Department of Social Services (DSS). DSS provided counseling services to the elderly in accordance with the federal grant program (the Elderly Counseling Services Program [Title XX]) administered by the Authority.

Under its cost-reimbursement contract with DSS, the Authority had to disburse funds before any reimbursement could be received, and, accordingly, no advance funding was provided for initial costs of the program. To start the program, the Authority loaned \$10,000 from its Elderly Housing Program (667-2) to the Title XX Program. Once in operation, the program incurred a cost overrun of \$128,239, which the Authority charged to Program 667-2 and to its Revolving Fund - Payroll.

As a result of these charges, the Authority created accounts receivable totalling \$138,239 (\$17,000 on the records for Program 667-2 and \$121,239 for Revolving Fund - Payroll).

During our current review, the Authority recovered \$62,296 in the aggregate from DSS and the city of Cambridge. It also received permission from EOCD and the U.S. Department of Housing and Urban Development to write off \$65,943. As of March 31, 1987, all that remained was the initial advance of \$10,000 owed to Program 667-2. We were told by the Authority's Deputy Director of Fiscal Affairs that the initial advance of \$10,000 in all likelihood would never be recovered and that, without this advance, the program would not be ongoing and elderly tenants would lose this service. During our review, we found no occurrence of improper loaning.

Recommendation: The Authority should obtain approval from EOCD to write off this uncollectible advance of \$10,000.

Auditee's Response:

. . . The Authority will seek approval from EOCD to write off the advance, as non-collectible, as recommended. . . .

b. Unapproved and Improperly Charged Expenses: Our prior audit report disclosed that the Authority provided its Executive Director with a leased vehicle valued at \$8,747 under a 36-month agreement that was neither submitted to, nor approved by, EOCD. In addition, the Authority charged the lease expense to the Maintenance Contracts accounts, which is contrary to EOCD's budget guidelines. Our current review disclosed that, in May 1987, the lease agreement expired and the Authority has discontinued this practice of leasing without proper approval.

-11-

EXHIBIT

RENT DETERMINATION OVERCHARGES
AND UNDERCHARGES

FISCAL YEAR 1985

PROGRAM	PROJECT	TENANT FILES SAMPLED	MISSING FORMS	NUMBER OF TENANTS		NUMBER OF TENANTS	
				OVERCHARGED	AMOUNT	UNDERCHARGED	AMOUNT
200-1	WOODROW WILSON COURT	7		2	\$ (516)	3	\$228
200-2	JEFFERSON PARK	8		7	(1,596)	1	48
200-3	LINCOLN WAY	6		2	(756)	3	288
200-4	ROOSEVELT TOWERS	13		4	(1,092)	9	648
200-5	JACKSON GARDENS	4		3	(1,080)	1	36
667-1	MANNING APARTMENTS	19	1	1	(12)		
667-2	NORFOLK STREET	5	5				
667-3A	LINNAEAN STREET	5		1	(12)		
667-4	LEONARD J. RUSSELL	5	1	4	(912)		
667-5	CONDOS - ELDERLY	5		2	(72)		
705-1	WILLOW STREET HOMES	5		3	(1,248)	2	120
705-2	CONDOS - FAMILY	5		3	(2,088)	2	384
707	LEASED HOUSING PROGRAM	20		7	(108)		
	SUB-TOTAL	107	7	39	\$(9,492)	21	\$1,752

FISCAL YEAR 1986

PROGRAM	PROJECT	TENANT FILES SAMPLED	MISSING FORMS	NUMBER OF TENANTS		NUMBER OF TENANTS	
				OVERCHARGED	AMOUNT	UNDERCHARGED	AMOUNT
200-1	WOODROW WILSON COURT	7		2	\$ (672)	3	\$156
200-2	JEFFERSON PARK	8		7	(1,824)	1	36
200-3	LINCOLN WAY	6		2	(732)	4	264
200-4	ROOSEVELT TOWERS	13		5	(1,080)	7	648
200-5	JACKSON GARDENS	4		2	(324)	2	156
667-1	MANNING APARTMENTS	19		10	(120)		
667-2	NORFOLK STREET	5	4	1	(12)		
667-3A	LINNAEAN STREET	5		2	(24)		
667-4	LEONARD J. RUSSELL	5		5	(936)		
667-5	CONDOS - ELDERLY	5		4	(144)		
705-1	WILLOW STREET HOMES	5		3	(1,308)	2	48
705-2	CONDOS - FAMILY	5		4	(3,144)	1	516
707	LEASED HOUSING PROGRAM	20	1	10	(228)	4	852
	SUB-TOTAL	107	5	57	\$(10,548)	24	\$2,676
	TOTALS		12	96	\$(20,040)	45	\$4,428

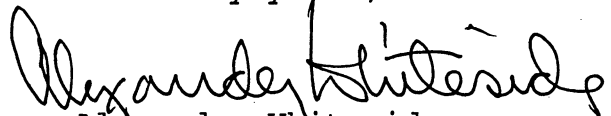
EXHIBIT C

decision not to pay any rent at all. Review of the papers which you have provided do not establish that conditions were so intolerable that you should have been permitted to live rent free.

In this latter regard, I have reviewed your letter of August 1, 1991 in which you complain that your rent was improperly raised from \$60 per month to \$67 per month, effective September 1, 1991. In your letter you state that the increased rent was not 22% of your income, yet the rent determination letter showed an annual net household income of \$3,644.40, of which 22% is \$801.77 or \$66.81 per month. Presumably, you were disputing a discrepancy of nineteen cents per month. Such a matter does not warrant any discussion. As to the second point about your not being offered a new lease setting out the increased rent, Paragraph 5 of your lease made clear that this was not necessary. Finally, your effort to regrieve whether you should be permitted to live rent-free did not require a hearing since it was the subject matter of your prior grievance.

Finally, it bears pointing out that EOCD regulations do not provide for your filing a "Complaint for Relief" with the Cabinet Secretary. EOCD has, however, looked into the subject matter of your complaint, and, as set out above, finds that the procedures followed by the Cambridge Housing Authority were adequate. Therefore, EOCD declines to take any action with respect to the matter. You are, of course, free to take the matter to court if such is your choice.

Sincerely yours,



Alexander Whiteside
Chief Counsel

AW/pam

cc: Mary Padula, Cabinet Secretary
Daniel Grabauskas, Deputy Secretary
Stuart Rossman, Assistant Attorney General
Susan Cohen, General Counsel, CHA

EXHIBIT D



NOTICE

Dear Woodrow Wilson Court Residents:

On Thursday March 19, 1992 the General Contractor, Major Construction Management Corp., will begin the roof, wall and emergency structural rehabilitation at Woodrow Wilson Court.

The work hours will be from 8:00 AM to 4:30 PM. The construction will begin at the building with Door 9. Scaffolding will be set up along the outside of the building. As with the investigative work last spring, plywood will surround the base of the scaffolding to help prevent access.

At times this work will be loud when using equipment and will create dust when the masonry is being repaired. During work hours you are advised to keep your windows closed on the side of the building with scaffolding. Although all doors will be accessible, for your own safety please use doors furthest from the construction activity. If you should notice any unsafe practices please bring them to my attention immediately. It is not expected that entry into your apartments will be necessary, but if a need should arise you will be given 48 hours notice.

We appreciate your cooperation during this construction. If you should have any questions regarding this work at any time, please contact me at 497-6800. Thank you for your cooperation.

Sincerely,

Lisa E. King

Lisa E. King

Office of Planning and Development

EXECUTIVE OFFICE OF COMMUNITIES & DEVELOPMENT



William F. Weld, Governor

Mary L. Padula, Secretary

M E M O R A N D U M

TO: Secretary Mary Padula

THROUGH: Bill Hetherington, Administrator
Division of Housing and Community Development

Jane Gumble, Director
Bureau of Housing Development and Construction

Dan Grabauskas, Deputy Secretary
Office of the Secretary

FROM: Betsy Pettit, Manager *fp*
Modernization and Redevelopment Unit

DATE: January 10, 1992

RE: Cambridge Housing Authority - Construction Contract
Documents Project Data Sheet

Attached for your review and approval are the contract documents for the construction of the above-referenced project. The highlights of the project are outlined in the attached data sheet. This is a Priority 1 project listed under Status 8 in EOCD's FY-92 capital spending budget dated December 11, 1991.

Should you have any questions, please contact me at 7-3250.

Cambridge Housing Authority

Project Data Sheet/Construction Contracts

For further information, please contact Ali Makke, Project Manager of this Bureau, at 7-3250.

Action Requested	Request your approval and signature on the attached construction contract between the Cambridge Housing Authority and Major Construction Management Corporation.
Project Description:	Roof, Wall and emergency structural repair at the CHA's 200-1 development.
On Priority List?	Yes - It is on the "Out to Bid" priority list.
Construction Contract Amount:	\$416,222.00
Lowest Eligible Bidder: (total 10 bidders)	Major Construction Management Corporation 12 Day Street Lynn, MA 01905
Contract for Financial Assistance (CFA)	February, 1988 - Work Plan 1007
Project Architect	Gale Associates P.O. Box 21 8 School Street Weymouth, MA 02189-0900
Approval to Bid Letter	Approved on August 26, 1991. Advertised at \$550,000.00
General Bids Opened	October 3, 1991
Approval to Award Construction Contract	Contract meets all EOCD requirements and is approved for signature - January 10, 1992.

Appendix 3 Priority 1 Projects For FY92 Categories

Priority 1 projects are those which affect the immediate health, safety and welfare of building occupants. A list below describes the five types of projects usually considered to be most urgent. Priority 1 projects and the estimated construction values in this appendix are listed in one of the following three phases:

I.	Planning	\$2,796,028
II.	Design	\$7,334,200
III.	Out-to-Bid	\$5,413,461
	SUBTOTAL	<u>\$15,543,689</u>
IV.	A/E Fees, Change Orders, LHA Administration	\$ 488,204
	TOTAL	<u>\$16,031,893</u>

Priority 1 projects are those which affect the immediate health, safety and welfare of building residents. They are grouped into the following 5 categories according to the type of work required:

1. Water Penetration Problems. Repair or replacement of roofs, gutters, downspouts, windows and/or exterior siding; structural or mechanical problems caused by wet basements or crawl spaces.
2. Fire Alarm and/or Sprinklers. Mandated by state law and/or local fire department.
3. Emergency Site Repairs. Septic tank failures, sidewalk and curbs that have lifted; standing water on the site.
4. Heating and Hot Water System Repairs/Replacement.
5. Mandated Hazardous Materials Abatement. Emergency lead paint and asbestos removal.

EXHIBIT E

at the apartment a written statement specifying the date, time and purpose of the entry prior to leaving the premises.

CHA'S OBLIGATIONS

11. The CHA agrees to permit RESIDENT to quietly and peaceably enjoy the apartment and to respect RESIDENT'S right to privacy. Further, the CHA agrees neither to interfere with RESIDENT'S rights to freedom of speech and association, nor inhibit RESIDENT'S right to organize or join a tenant organization which may engage in collective bargaining concerning the management and maintenance of public housing with the CHA.

12. The CHA agrees to maintain the premises and the development in decent, safe and sanitary condition, and to comply with the requirements of the State Sanitary Code, Building Code, and other state and federal regulations materially affecting health and safety. The CHA shall keep the development's exterior and structure, facilities and common areas, (not otherwise assigned to RESIDENT for maintenance and up-keep) in a clean and safe condition. The CHA shall maintain in good safe working order and condition the electrical, plumbing, sanitary, heating, ventilating, and other facilities (including elevators), supplied or required to be supplied by the CHA. To the extent operating funds are determined to be available, CHA agrees to paint common areas and RESIDENT'S apartment on a cycle agreed to by the CHA and the Tenant Senate.

13. The CHA shall at all times make necessary repairs and replacements to the leased premises. Repair (possibly limited to temporary repair) of defects which pose an immediate and serious threat to health or safety of the RESIDENT household, which danger cannot reasonably be avoided by the members of the RESIDENT household, shall be made within 24 hours after notification of the CHA during the work week and 36 hours after notification during the remainder of the week. Examples of such defects are: no heat during winter months; unabated flooding and any electrical damage resulting from such flooding; unlockable front and rear doors to apartment; and blocked toilet fixtures. Repair of defects or damage which create a hazard to health or safety shall be made within 72 hours. If the defect or damage was caused by RESIDENT, RESIDENT'S household or guests, the CHA shall repair and shall charge the reasonable cost of said repair to the RESIDENT.

14. The CHA agrees to provide twenty-four hour emergency repair service.

15. The CHA shall provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual household) for the deposit of ashes, garbage, rubbish and other waste removed from the leased premises by RESIDENT in accordance with Paragraph 18.

16. In the event repairs are not or cannot be made within the time periods specified in Paragraph 13, the CHA shall offer RESIDENT standard alternative accommodations (with reasonable moving cost at the CHA's expense). In the event that repairs are not made nor reasonable alternative accommodations provided, RESIDENT shall have the right to abate his/her monthly rent in proportion to the seriousness of the defect or damage and loss in value to the dwelling unit, except the RESIDENT shall not abate if RESIDENT was offered and rejected alternative accommodations or if the defect or damage was caused by the RESIDENT, RESIDENT'S household or guests. If RESIDENT accepts alternative accommodations, RESIDENT shall have the right to return to the vacated apartment as soon as repairs are completed.

EXHIBIT F

Hearing Panel
May 15, 1991

Case of: George Welch
3 Woodrow Wilson Court #24
Cambridge, MA 02139

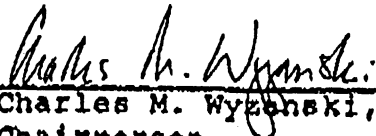
This hearing was requested by George Welch (hereinafter "Grievant") after he received a notice terminating his tenancy for non-payment of rent from the Cambridge Housing Authority (hereinafter "CHA").

The CHA presented evidence that the Grievant owes back rent in the amount of \$393.00 (approximately 6 1/2 months of rent). The Grievant presented evidence that the CHA had been cited for four code violations in his apartment on March 11, 1991. The most inconvenience was caused by the Grievant's buzzer and intercom being broken at least from July 3, 1990 through April 12, 1991. All of the cited conditions, including the buzzer and intercom, have now been corrected.

The Panel is unanimous in its conclusion that the apartment had substantial value as living quarters for the Grievant, even though some deficiencies existed for a period of time. The Panel

does not feel it is its role to put an exact rental value on the use of the apartment. Rather, the Panel unanimously concludes that the Grievant owes rent, and thus authorizes the CHA to proceed to court with a non-payment of rent case.

for the Panel,



Charles M. Wyzanski,
Chairperson

cc: Daniel J. Wuenschel
Tenant Senate
Panel Members
Brian Delaney
Warren McManus
Cheryl Long
Pauline Gardinier
Steve Merritt
John Keane

0020L:104

EXHIBIT D 6.



The Commonwealth of Massachusetts
Executive Office of Communities and Development
100 Cambridge Street - Room 1404
Boston, Massachusetts 02142

MICHAEL S. DUKAKIS
GOVERNOR

WILLIAM G. FLYNN
SECRETARY

727-7765

September 15, 1977

Mr. Howard E. Cohen
General Counsel
Cambridge Housing Authority
270 Green Street
Cambridge, MA.

RE: Cambridge Grievance Procedure

Dear Mr. Cohen:

The Department has reviewed your correspondence of June 15, 1977 and July 27, 1977, and your memorandum of July 15, 1977, whereby your Authority has agreed to adopt certain provisions of the DCA Model Grievance Procedure, and has submitted requests for waiver of several provisions of the DCA Model Grievance Procedure.

This is to acknowledge that your Authority has agreed to modify the Cambridge Grievance Procedure, as listed below.

- 1) Part B-Paragraph 4-(Model 5.6)-Your Authority has agreed to adopt Section 5.6 of the DCA Model Grievance Procedure, which provides that a tape recorded of the testimony and events that take place at all hearings shall be kept by the LHA, at its own expenses. As stated in Section 5.6, this record must be kept in a confidential manner, with only the LHA, grievance panel, and the tenant or his authorized representative allowed access to this material.
- 2) Section 7-DCA Model Grievance Procedure-Your Authority has agreed to adopt Section 7 of the DCA Model Grievance Procedure, which provides that the tenant shall have the right to appeal to the Department of Community Affairs (DCA) if the Hearing Panel's decision is not upheld by the LHA.
- 3) Part A, Paragraph 7-Your Authority has agreed to add the following paragraph to the Cambridge Grievance Procedure, whereby the Hearing shall be scheduled in accordance with specific time requirements:

"The Cambridge Housing Authority endeavors to hold a Hearing Panel every month. Occasionally, this is difficult or unreasonable because of illnesses, vacations, or lack of an adequate number of cases. If your request for a hearing is received fifteen (15) working days or more before the next scheduled Hearing Panel, the Cambridge Housing Authority will make every reasonable effort to schedule your hearing for that coming panel. In any event, your hearing will be scheduled no later than the second Hearing Panel after you file your request for a hearing, unless the Housing Authority can demonstrate good cause for a further delay. If you disagree with the Authority's decision to delay your hearing, you will be provided with an opportunity for a hearing on the Authority's determination no later than the second Hearing Panel after your request for a hearing was filed."

Further, your Authority has agreed to include as part of its operating procedure for the grievance procedure to send a copy of each request for a hearing to the impartial person or other member of the Hearing Panel as may be designated by the Hearing Panel.

In addition, the Department approves your request for a waiver of Section 1.1, Section 1.3, Section 6.1.2, and Section 8 of the DCA Model Grievance Procedure, for reasons stated in your submissions of June 15, 1977, July 15, 1977, and July 27, 1977.

- 1) Section 1.1-Your Authority may omit the words "or any Tenant who has a complaint regarding an LHA employee." Due to past experience at your Authority, you have indicated request for a waiver to avoid the possibility of harm to a tenant by allowing the blame for an improper action or failure to act to be placed on one of the LHA employees. Regarding improper actions or failure to act by the LHA, it is appropriate to state that "the burden is then on the LHA to justify the action or inaction proposed in its answer to the tenant's complaint."
- 2) Section 1.3-The Department approves your request for waiver to omit Section 1.3 of the DCA Model Grievance Procedure, whereby "the aggrieved tenant whose grievance is related to the amount of rental shall, before instituting the grievance procedure, pay to the LHA all undisputed amounts of rent due." We approve your request to allow every tenant unfettered access to the grievance procedure in cases of non-payment of rent, based on the current functioning of the Cambridge grievance procedure whereby tenants have not abused the grievance procedure with frivolous complaints in cases of non-payment of rent.
- 3) Section 6.1.2-The Department has reviewed your submission of July 27, 1977, stating numerous reasons for approval to waive Section 6.1.2 of the DCA Model Grievance Procedure, whereby a tenant may appeal the decision of the Hearing Panel to the LHA Board if the decision is in favor of the LHA.

We have noted that the Board Members at your Authority presently meet at least twice a month, and the likelihood that implementation of Section 6.1.2 would require an additional meeting per month, causing an undesirable burden on the Board Members. We are also aware of the current functioning of the Cambridge grievance insofar as the Hearing Panel devotes substantial time and energy to this effort and demonstrates a seriousness of purpose, with the expectation that the weight of

September 15, 1977

responsibility for this function rests with the Hearing Panel. In addition, we have noted that there is a ready availability of legal services in your area for the protection of the tenants involved. Based on your submission of reasons, the Department approves your request to omit Section 6.1.3 of the DCA Model Grievance Procedure.

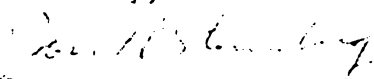
- 4) The Department approves your request to omit the last three sentences of Section 8 of the DCA Model Grievance Procedures, for reasons stated in your memorandum of July 15, 1977, whereby such provision may pose significant legal obstacles to your Authority in its efforts to serve the best interests of the Authority, the tenants, and the community.

In addition, your Authority may retain Part A, Paragraph 6, of the Cambridge Grievance Procedure which provides for the taking of in-camera testimony, in accordance with reasons provided in your memorandum of July 15, 1977 and correspondence of July 27, 1977. We approve this provision on an experimental basis for use in limited situations, in dealing with the problem of retaliation against testifying tenants. We have noted that your Authority will report to the Department on the application of this provision.

The Department approves the Cambridge Grievance Procedure, with the amendments noted in this correspondence. Please submit the amended Cambridge Grievance Procedure for our files.

We fully appreciate your cooperation in this matter.

Sincerely,


Jon H. Steinberg
Director

Bureau of Housing Management
and Tenant Services

JHS/FP/fe

CC: Lewis H. Spence
Executive Director, CHA

Lester P. Lee, President
Tenant Senate

EXHIBIT ■ H

OFFICE OF THE ATTORNEY GENERAL



RE: CHA vs. George F. Welch Jr.
Cambridge District Court

SP No. 1468 - 91

Date: April 17, 1992

George F. Welch Jr.
3 Woodrow Wilson Court #24
Cambridge, MA 02139

Dear Mr. George F. Welch Jr. :

Enclosed is a copy of a court order empowering the Cambridge Housing Authority to repossess your apartment. You must leave the premises and remove all your possessions therefrom within 48 (forty-eight) ~~days~~ ~~hours~~ hours.

This court order is being served by the Constable to ensure that you vacate the premises within 48 (forty-eight) ~~days~~ ~~hours~~ hours as requested. If you do not voluntarily leave your apartment, the Constable will be at your apartment with a truck on Wednesday, April 22, 1992 at 11:00 (AM/~~PM~~) to remove your possessions and evict you.

You are being evicted for non-payment of rent. You currently owe rent in the amount of \$1,112.00 and court costs in the amount of . If you have any questions, please contact me immediately.

Sincerely,

Lee K. Tiernan
Staff Attorney

ESTO DOCUMENTO ES MUY IMPORTANTE! SI NO ENTIENDES MUY BIEN, POR FAVOR, VAYA A LA OFFICINA DE ADMINISTRACION DE SU PROYECTO O A LA OFFICINA DE SERVICIOS DE INQUINOS.

This notice served by:

Constable James M. Desrosiers
49 Churchill Avenue
Cambridge, MA 02140
(617) 864-3020

7L:01

CM-396

Non Consent Comm. #8

A communication was received from Jack a/k/a George Welch regarding the Commissioners of the Cambridge Housing Authority.

In City Council November 7, 1994

*Referred to the
City Manager
on motion of
Vice Mayor Russell*