



AYER RENTAL ASSISTANCE PROGRAM

PROGRAM GUIDELINES

Calendar Year 2023



I. Purpose

The Ayer Rental Assistance Program (ARAP) provides rental assistance to income-eligible households who are renting qualifying housing units in the town of Ayer. The goal of the program is to provide greater housing stability and housing opportunities to cost-burdened renters in the Town of Ayer. The rental assistance available through the program will be provided for a period of one (1) year in the amount of \$500/month to each participating household.

II. Background and Summary

The Montachusett Regional Planning Commission (MRPC) 2019-2024 “CEDS” reports – (33.6%) of Ayer’s owner-occupied households & (51.2%) of Ayer renter-occupied units are “Cost Burdened”, respectively; MA totals (31%) & (47%) respectively. The MA Housing Data Portal issued by Metropolitan Area Planning Commission (MAPC) reports – “In Ayer, (41%) of households are cost burdened and (21%) are severely cost burdened, compared to (29%) and (14%) of households statewide. Statewide (47%) of renter and (31%) of owners are cost burdened, respectively. In Ayer, (51%) of renters are cost burdened, versus (34%) of owners.” In addition, (MAPC) reports – Ayer owner-occupied households that are Cost Burdened totals (34%), Massachusetts, MA (31%), Middlesex County, MC (30%), Montachusett Region (MR) (31%). Ayer owner-occupied households Severely Cost Burdened (16.2%), Statewide MA (12%), Middlesex County MC (12%), Montachusett Region MR (12.7%). Ayer renter-occupied households that are Cost Burdened totals (51.2%), MA (47%), MC (43%), MR (49%); Ayer renter-occupied households that are Severely Cost Burdened (26.5%), MA (23%), MC (21%), MR (22.2%); and most concerning - Ayer elderly non-family households that are Cost Burdened totals (76.8%); MA (48%), MC (50%), MR (47%). With these numbers it is clear

that Ayer has a number of families in need of rental assistance.

The objective of the Ayer Rental Assistance Program (ARAP) is to help families who have slipped through the cracks of other State and Federal housing assistance programs. The ARAP assistance offsets participants’ rental costs and reduces the risk of homelessness. In a wider sense, it enables cost-burdened households to expend funds on other necessary items, such as food, medical costs, transportation, and education. This program is intended to help households afford expenditures that will permanently improve their circumstances and will enable them to be self-sufficient.

The ARAP, initially funded with Community Preservation Act (CPA) funds, expects continued future funding through public and private sources. The CPA funding is appropriated at the Annual Town Meeting as such the ARAP will make funding requests on an annual basis. Household eligibility requirements include being cost-burdened (i.e., the household spends more than 30% of gross income on rent) and having an income less than 60% of the Area Median

Income (AMI) for the household size. Participants are selected through a ranking system, and applicants that are not selected will be placed on a waiting list. The eligibility requirements, ranking process and waiting list are described in more detail below. While the ARAP is not limited to current Ayer residents, assistance will be available only for residential rental units within the Town of Ayer. Applicants must identify an intended Ayer address at the time of application. Participants are eligible for a maximum of three years of assistance, subject to funding, based on their individual program-entry date. Households receiving any Federal or State tenant-based housing assistance, such as Section 8, are not eligible to participate in the ARAP. Households who may be on a wait list are eligible for Federal or State tenant-based housing assistance programs at the time of application are eligible to participate in the ARAP, but once a household is accepted into any State or Federal housing assistance program, they will forfeit their ARAP funding.

The Ayer Office of Community and Economic Development will assist with the administration of the ARAP. The ARAP is currently funded at a level consistent with ten participant households. These households will be assisted with monthly rental payments in the amount of \$500/month for one year.

The payments will be made directly to the landlord. This is a voluntary program, and the landlord must agree to accept the ARAP payments.

The ARAP is managed by the Ayer Affordable Housing Trust and administered by the Ayer Office of Community & Economic Development. The ARAP is in accordance with the CPA's support of community housing. Ongoing contact with the Ayer's Office of Community and Economic Development is a requirement of this program.

III. Application Process

The formal application period will be open for 45 days. All interested households, including those on the waitlist from previous years, must submit new applications each year. **Applications for assistance will be available by January 2, 2023.** Rental assistance is expected to be disbursed to landlords on **April 1, 2023 and** will continue for a one-year duration. Participants will be allowed to renew their assistance annually for a maximum of three years, subject to an annual eligibility review and the approval of future funding of the ARAP by the Ayer Affordable Housing Trust.

ARAP applications and information packets will be available at the Ayer Town Hall, Community Development Office, and on the Town of Ayer municipal website www.ayer.ma.us. Applicants have the right to request a reasonable accommodation to complete the application, which may include a change of policy, procedure, or practice to afford a person with a disability an equal opportunity to participate fully in the housing program or to use and enjoy the housing.

All prospective households must submit a complete ARAP application form, and all required supporting documents by the application deadline in order to be considered for selection.

Applicants who submit an incomplete application will be notified of the deficiencies in their application and will have the opportunity to correct them. Applications will not be screened for eligibility or assigned ranking points until they are complete.

IV. Eligibility

A. Applicant Eligibility

Appendix A presents income limits for this area. The U.S. Department of Housing and Urban Development (HUD) annually publishes the Area Median Income (AMI), adjusted for household size, for U. S. communities. For the Town of Ayer, the 2022 median income for a four-person household is \$120,800. Area Median Incomes for other household sizes are provided in Appendix A.

For an applicant household to be eligible for the ARAP, it must meet the following criteria:

1. The annual household gross income must be less than 60% of the Area Median Income for the household size. An applicant's annual income will be calculated in a manner that is best suited to an applicant's source of income, e.g., taking seasonal variations into account. The income limits for various household sizes are displayed in Table I below:

Table I
FISCAL YEAR 2023 INCOME LIMITS FOR THE ARAP

Household Size	1	2	3	4	5
Income Must be LESS THAN	\$58,920	\$67,320	\$75,720	\$84,120	\$90,900

2. The household must spend more than 30% of its gross monthly income towards rental housing costs [including rent paid to the landlord and eligible utilities based on a standardized HUD Utility Allowance chart.]
3. No household member can own a home or have any other ownership interest in real property.
4. The household must not be receiving assistance from a tenant-based rental assistance program funded and administered by the federal or state government, or any other entity.
5. The household must occupy the rental housing unit assisted through the ARAP as their primary residence.
6. The household must agree to work with the Town of Ayer Office of Community & Economic Development and/or the Town Social Worker to develop a strategy that supports a sustainable long-term housing situation.
7. Once a household has been offered a participation slot in the program the landlord must agree to accept ARAP payments, and the rental agreement between tenant and landlord must be at least a Tenancy-at-Will Lease. A copy of the landlord and tenant participation agreements is attached for your information.
8. The tenant and landlord cannot be related.

B. Participant Renewal Limitations

1. So long as a household remains income eligible for the ARAP and lives in a qualifying unit, the household will be allowed to renew participation for a total of three years based on an annual updated application supporting eligibility for assistance.
2. Participating households must submit documents to verify income and rent burden eligibility on an annual basis.

C. Unit Eligibility

1. Housing unit must be located in Ayer, Massachusetts.
2. Housing unit must meet minimum safety standards.
3. Any unit with multiple bedrooms is required to have a Lead Compliance Certificate.
4. The landlord must sign an ARAP participation agreement accepting payments from the Town of Ayer toward the participating tenant's rent and submit a completed W-9 to the Town Accountant prior to disbursal of any funds.

V. Ranking and Selection Process

All households that qualify for the ARAP will be ranked according to Preference Criteria, and first preference for rental assistance will be awarded to the highest ranked households. Each household will be awarded Preference Points according to the Preference Criteria described below.

A. Low Income

Up to 20 Preference Points will be awarded for low income. The awarded Points will be based on the household income, expressed as a percentage of the HUD 100% Income Limit (IL) for the household size of the applicant, as shown in the Table II.

Table II
LOW-INCOME PREFERENCE POINTS

Points	HOUSEHOLD INCOME	
	From and including	To Less Than
20	0 % IL	20 % IL
19	20 % IL	28 % IL
18	28 % IL	32 % IL
16	32 % IL	35 % IL
14	35 % IL	37 % IL
12	37 % IL	39 % IL
10	39 % IL	41 % IL
8	41 % IL	43 % IL
6	43 % IL	45 % IL
4	45 % IL	48% IL
2	48% IL	52% IL
1	52% IL	60% IL

Appendix B further explains the low-income Preference Points and shows how they would be assigned to one-, two-, three-, and four-person households, according to their incomes. Preference-Point tables for other household sizes are available on request.

- B. **Rental Burden**
A household will be awarded 6 Preference Points if it pays more than 50% of its gross income towards rent.
- C. **Residence, School, or Work**
A household will be awarded 6 Preference Points if it currently resides in Ayer, if a member of the household attends the Ayer Shirley Regional School System, or if a member of the household works in Ayer. Additional Points will not be awarded if more than one condition is satisfied.
- D. **Young Children**
A household will be awarded 6 Preference Points if at least one household member is a child under the age of 18.
- E. **Seniors**
A household will be awarded 6 Preference Points if one or more members are age 62 or older.
- F. **Disabilities**
A household will be awarded 6 Preference Points if one or more members are disabled (as defined under the American with Disabilities Act).

After the Preference Points are assigned, an ordered list of households will be created according to the number of Points that have been awarded. Once all program-eligible applicants are ranked, all households will be notified of their ranking position and whether they will receive assistance. If two or more households receive the same number of Preference Points, a lottery will be used to determine which household will have the opportunity to participate in the program. The lottery will be held in a publicly accessible space and applicant households will be invited to attend, but attendance is not required.

Households that are awarded rental assistance through the ARAP will receive a Commitment Letter from the administering entity detailing the terms of the rental assistance, including the amount of assistance provided, schedule of payments, program requirements, and the obligations of the tenant, landlord, and administering entity. Applicants will be required to sign and return the *Ayer Rental Assistance Participation Form* acknowledging their intent to participate. If a household fails to return the *Ayer Rental Assistance Participation Form* within 10 business days from the date of the Commitment Letter the household will lose its opportunity to participate in the ARAP. In addition, landlords will be required to sign an *Ayer Landlord Participation Form*.

VI. Right to Appeal

An applicant has the right to appeal decisions within 10 business days from the date of the written notification. An applicant may in person, in writing, or via a designee appear before an Appeals Committee. The Appeals Committee will be made up of the Ayer Affordable Housing Committee. At the hearing, the applicant or his/her designee may present supporting

information relevant to rejection or ranking. A final decision will be rendered by the Appeals Committee, in writing, within five business days from the date of the hearing.

VII. Applicant Pool and Waitlist

Households that have qualified for the ARAP, but were not ranked high enough to receive assistance, will remain in the applicant pool until the next application period opens. All applicants must reapply at the opening of each application period. A waitlist will be maintained until the next open application period as follows:

- A. Waitlist - Eligible households that submit completed applications but were not placed in the program will be placed on the waiting list in order of Preference Point ranking.
- B. If a program opening becomes available midway through the assistance period, for example due to a previously assisted household moving, then replacement households will be selected in rank order from the waitlist.

Incomplete Applications: Households who do not respond to phone or mail inquiries or who do not respond to a request for additional information within 45 days from receipt of application shall be removed from the applicant pool. Landlords who do not respond to request of information within 21 days shall be deemed ineligible.

VIII. Affirmative Marketing Methods

Affirmative marketing efforts will be intended to encourage maximum participation from low- to moderate-income households and members of the region's traditionally underserved racial and ethnic communities. The ARAP will not discriminate on the basis of race, color, religion, national origin, disability, familial status, sex, age, marital status, children, sexual orientation, genetic information, gender identity, ancestry, veteran/military status or membership.

IX. Privacy

The entire application will be submitted to the Ayer Office of Community & Economic Development at Ayer Town Hall. Personal information will be kept confidential to the extent permitted bylaw except for necessary communications between a program participant, the landlord, and the program representatives. The application will be qualified and ranked by a small committee, who will review only the data relevant to qualification and ranking. This data will be stripped of any identifying information to ensure that your identity is kept confidential from the committee.

Appendix A INCOME LIMITS

Ayer is part of HUD'S Boston-Cambridge-Quincy Metro FMR Area. The median income for this area including Ayer is published annually by the U.S. Department of Housing and Urban Development (HUD). For the Ayer area, the 2022 median income for a four- person household is \$140,200. Income limits for other income categories and household sizes are provided in Table III below.

The ARAP requires that the income of a household be less than the 60% income limit, which is highlighted. For example, a three-person household with an annual income greater than \$75,720 would not qualify for the ARAP.

TABLE III
HUD 2021 CALENDAR YEAR INCOME LIMITS

Income Category	Household Size				
	1	2	3	4	5
30% Income Limit	\$29,450	\$33,650	\$37,850	\$42,050	\$45,450
50% Income Limit	\$49,100	\$56,100	\$63,100	\$70,100	\$75,750
*60% Income Limit	\$58,920	\$67,320	\$75,720	\$84,120	\$90,900
80% Income Limit	\$78,300	\$89,500	\$100,700	\$111,850	\$120,800
100% Income Limit	\$98,150	112,150	\$126,150	\$140,200	\$151,400

Incomes for household sizes of one through five are shown in Table III. A method is given by HUD for the calculation of an arbitrarily sized household. The income limits in Table III are rounded up to the nearest \$50.

A household's income can be expressed as a percentage of the HUD 100% Income Limit for the household. For example, for a four-person household, the 100% Income Limit is \$140,200, from Table III. The percentage of the Income Limit for a four-person household with an annual income of \$40,000 is

$$\frac{\text{Household Income}}{\text{Household Income Limit}} = \frac{40,000}{140,200} = 28.6\%.$$

According to Table II above, this household would receive 18 Preference Points for low income.

As another example, for a two-person household, the 100% Income Limit is \$112,150, from Table III. The percentage of the Income Limit for a two-person household with an annual income of \$40,000 is

$$\frac{\text{Household Income}}{\text{Household Income Limit}} = \frac{40,000}{112,150} = 35.7\%.$$

According to Table II above, this household would receive 14 Preference Points for low income.

*The 60% Income Limit is derived from HUD's 100% Income Limit.

Appendix B
LOW-INCOME PREFERENCE POINTS

The low-income Preference Points are described in Table II in terms of percentages of Income Limit. These percentages can be translated into annual income ranges for a given household size using Table III in Appendix A. For example, 18 Preference Points will be assigned if a household's annual income is between 28% and 32% of the Income Limit, according to Table II. The 100% Income Limit for a three-person household is \$126,150, according to Table III. Then, for a three-person household, 18 Preference Points will be assigned if the household has an income between \$35,323 (28% x \$108,750) and \$40,368 (32% x \$108,750).

Table IV below gives the income ranges that apply to households of sizes one through four.

Table IV
FISCAL YEAR 2022

LOW-INCOME PREFERENCE POINTS FOR SEVERAL HOUSEHOLD SIZES

Points	One-Person Household		Two-Person Household		Three-Person Household		Four-Person Household	
	From and Including	To Less Than	From and Including	To Less Than	From and Including	To Less Than	From and Including	To Less Than
20	\$0	\$19,630	\$0	\$22,430	\$0	\$25,230	\$0	\$28,040
19	\$19,631	\$27,482	\$22,431	\$31,402	\$25,231	\$35,322	\$28,041	\$39,256
18	\$27,483	\$31,408	\$31,403	\$35,888	\$35,323	\$40,368	\$39,257	\$44,864
16	\$31,409	\$34,353	\$35,889	\$39,253	\$40,369	\$44,153	\$44,865	\$49,070
14	\$34,175	\$36,316	\$39,254	\$41,496	\$44,154	\$46,676	\$49,070	\$51,874
12	\$36,317	\$38,279	\$41,497	\$43,739	\$46,677	\$49,199	\$51,875	\$54,678
10	\$38,280	\$40,242	\$43,740	\$45,982	\$49,200	\$51,722	\$54,679	\$57,482
8	\$40,243	\$42,205	\$45,983	\$48,225	\$51,723	\$54,245	\$57,483	\$60,286
6	\$42,206	\$44,168	\$48,226	\$50,468	\$54,246	\$56,768	\$60,287	\$63,090
4	\$44,169	\$47,112	\$50,469	\$53,832	\$56,769	\$60,552	\$63,091	\$67,296
2	\$47,113	\$51,038	\$53,833	\$58,318	\$60,553	\$65,598	\$67,297	\$72,904
1	\$51,039	\$58,920	\$58,318	\$67,320	\$65,599	\$75,720	\$72,905	\$84,120

APPENDIX C

SAMPLE LANDLORD PARTICIPATION AGREEMENT

AYER RENTAL ASSISTANCE PROGRAM Landlord Participation Agreement--SAMPLE

TENANT NAME: **SAMPLE** TENANT ADDRESS: **SAMPLE**

1. Purpose

The Ayer Rental Assistance Program (ARAP) is a voluntary program that provides financial assistance to Ayer tenants. This Landlord Participation Agreement describes the obligations of the Landlord of a rental unit occupied by a Household that is receiving receive assistance from the ARAP. It assumes that the Household is renting an apartment from a landlord under a lease or other Tenancy Agreement, and that the Household has entered into a Tenant Participation Agreement with the ARAP.

Under these agreements the Town of Ayer will make rental-assistance payments to the Landlord to assist the Tenant in renting the unit from the Landlord.

2. Program Scope and Landlord Participation

The ARAP provides financial assistance only. The ARAP does not function as a landlord in any capacity, nor does it intervene in Landlord-Tenant disputes. The Landlord is responsible for complying with all guidelines and regulations outlined in the unit tenancy agreement and with complying with regulations outlined by any private homeowner or condo association overseeing the participating unit. Participation in the ARAP requires that the Landlord and Tenant not be related.

A household may receive assistance from the ARAP for up to three years (36 months). Participation is renewed annually if the household remains eligible for the program. Each participating Household must complete annual recertification paperwork, and the Landlord will be offered an annual opportunity to continue or decline participation in the ARAP. The Landlord must also submit a current W-9 tax form with this Participation Agreement in order to receive payments from the ARAP.

3. Rental Assistance

At the beginning of each month the Town of Ayer will make a **\$500** housing assistance payment to the Landlord on behalf of the Household. Your tenant's current ARAP one year term begins for the month of **April, 2023** and ends on **March 2024**; your tenant will have the option to renew at that time. Assistance from the ARAP will end on the month following a termination of the Tenancy Agreement. Summarizing,

Rent to paid by the Tenant to the Landlord	XXX
Rental Assistance paid by the Town of Ayer to the Landlord	\$500
Total Rent paid to the Landlord	XXX

4. Use of Rental Unit

During the term of the rental assistance, the rental unit must be the Household's only residence. The Tenant may not sublease or rent the unit. The Tenant may not assign the lease or transfer the unit. The Tenant and Landlord agree to inform the ARAP if and when the Household ends tenancy in the identified unit for any reason.

5. Changes in Lease or Rent

The Landlord agrees to follow all applicable state, local, and/or federal statutes with regard to changes in lease terms or rent. The Landlord agrees to notify the ARAP in writing at least one month in advance of any proposed changes in the Tenancy Agreement.

6. Notices

Any eviction or other notice under the Tenancy Agreement by the Tenant to the Landlord or by the Landlord to the Tenant must be in writing. The Landlord agrees to provide any information pertinent to the Landlord Participation Agreement or the Tenant Participation Agreement that the ARAP may reasonably require.

7.

Rental Unit

a. Location

Street Address	SAMPLE	Unit No.	
Town	SAMPLE		
State	SAMPLE	Zip	

b. Safety

The Landlord certifies that this unit meets minimum safety standards in accordance with Massachusetts general laws and housing requirements.

c. Local taxes and fees

The Landlord certifies that all taxes, fees, or other financial obligations associated with the participating unit are paid and up to date. The Landlord understands that property tax arrears may result in termination from the ARAP.

8. Landlord Mailing Address

Rental-Assistance payments will be mailed to the address below

Name	SAMPLE		
Street Address	SAMPLE	Town	
State	SAMPLE	Zip	

9. Signatures: SAMPLE ONLY