Massachusetts Department of Housing and Community Development 100 Cambridge Street, Suite 300, Boston, MA 02114

HomeBASE

Temporary Accommodation Guidelines Agreement

As a family eligible for HomeBASE rental assistance, your family may receive a temporary placement if a HomeBASE unit, or other suitable accommodations are not immediately available. This temporary accommodation will be provided by your regional HomeBASE administering agency in accordance with the HomeBASE Program Guidelines.

While residing in temporary accommodation, you must agree to follow the program rules which are outlined below.

As a HomeBASE Program Participant, I understand that:

- (1) The program may require my family to move to another temporary accommodation, if required based on allocation of departmental resources;
- (2) My family must move to a rental housing unit using HomeBASE benefits, whether with rental assistance or otherwise, when one becomes available;
- (3) My family must move out of my HomeBASE temporary accommodation, if terminated from HomeBASE in accordance with the HomeBASE rules, as explained in my Program Participation Agreement, which I acknowledge having received;
- (4) I understand that the temporary accommodation provided to my family by the HomeBASE program is provided on the basis that my family retains only a license to use the space family as a temporary accommodation, and only for so long as my family complies with the rules and regulations of the HomeBASE program and of the administering agency, including any rules required to be followed by the owner of the property.
- (5) I understand that the temporary accommodation provided to my family is not a tenancy and our use or occupancy of the premises will not create a tenancy.
- (6) If I am receiving temporary accommodation on a conditional basis pursuant to 760 CMR § 65.04 (C) (3) (c), requiring that I provide documentation to demonstrate HomeBASE program eligibility and with a substantial likelihood that my family will qualify for and secure rental housing utilizing HomeBASE assistance, I acknowledge and agree that my family will have to move out of any temporary accommodation five business days after the family enters the temporary accommodation, unless I have met the conditions by providing documentation that verifies eligibility conclusively and demonstrates a substantial likelihood that my family will qualify for and secure rental housing utilizing HomeBASE assistance before that date.

Principles of Temporary Accommodation

I have a right to:

- (1) The humane and dignified treatment of my family, including maintaining some degree of privacy consistent with state law.
- (2) To the extent consistent with program requirements, which encourage self-sufficiency and the attainment of safe, permanent housing appropriate to my family's financial capability, the preservation of my family's autonomy.
- (3) Reasonable efforts by HomeBASE program staff and administering agency personnel to provide high quality program administration.
- (4) Receipt of program services that my family is entitled to pursuant to statute and regulation.
- (5) Due process if disciplinary proceedings are instituted against my family.

Rules for HomeBASE Temporary Accommodation

Habitation

Families are expected to use the temporary accommodation placement as their primary residence and are not permitted to vacate the unit for any substantial period of time or to allow overnight guests that are not part of the HomeBASE family or to rent it to any other person or group.

Safe and Sanitary Conditions. All family members shall maintain their living areas free from fire hazards and comply with health and safety standards and individual rules and regulations at the temporary accommodation site. If temporary accommodation is provided in a hotel/motel, the family must allow hotel staff access to the room daily to clean the room and at any other time upon request.

Visitors. Visitors are not permitted in hotel/motel rooms or scattered site units assigned to HomeBASE Participant Families as temporary accommodation, without prior approval from a HomeBASE administering agency. Visitors are permitted in common areas of hotels/motels if permitted by hotel/motel management. Participant Family membersare responsible for the conduct of their visitor(s), and therefore will be held accountable if their visitor(s) violate(s) any rules or requirements of the HomeBASE program.

Care of Children. The adult members of an participant family and any teenage parent(s) of a child in a family are responsible for providing for the health, safety, and welfare of any child/children in the unit(e.g. compliance with school attendance, ensuring children are properly fed and rested).

Illegal Activity. Any activity that is unlawful under local, state, or federal law is prohibited within HomeBASE temporary accommodation.

Access to Units/Searches.Rooms and/or units assigned to HomeBASE Participant Families as temporary accommodations may be checked for health or safety hazards with at least 24-hours notice. In addition, staff of HomeBASE administering agencies have24 hour access to all temporary accommodation rooms and units in cases of emergencies.

Any doors within a hotel/motel room or unit, including closet doors, may be opened during inspections and emergencies.

Except to the extent provided in this rule, HomeBASE administering agency staff isnot permitted to search personalbelongings of Participant Family members. HomeBASE administering agency staff may call the police at their discretion if they suspect that a HomeBASE Participant Family member or a visitor is engaged in criminal activity, has a weapon on the premises, or otherwise poses a threat to the health or safety of such staff or others.

In the above circumstances, when HomeBASE administering agency staff determines that an immediate threat to health or safety exists, or the destruction of evidence is imminent, a HomeBASE administering agency staff person may consent to the police conducting a search of any HomeBASE temporary accommodation room or unit. Such staff person may also consent to the search of a room or unit by police when such person has a reasonable suspicion that such a search will produce any item (1) that is likely to cause harm or to be used for criminal purposes (including, but not limited to, a firearm), and (2) which staff may not legally possess. In any circumstance outlined above, when staff call the police, they may also restrict access to the room or unit by the participant family or guest until police arrive and, after the arrival of police, to the extent requested by police.

Personal Belongings. When a family vacates aHomeBASE temporary accommodation room or unit, the family must remove all personal belongings. HomeBASE cannot guarantee any storage of belongings after a participant moves out of a temporary accommodation room or unit.

Pets.Pets or animals of any kind are not permitted in a HomeBASE temporary accommodation room or unit at any time, except for documented service animals. This includes temporary care of and/or visiting pets.

Expenses.If temporary accommodation is provided in a hotel/motel, you must pay all costs above the room charge for extra expenses beyond the cost of room rental, including phone calls made from your room, and for things like movie and video rentals. The hotel/motel will tell you what these costs are.

By signing this form I indicate that I have read the rules and understand my rights and
obligations while residing in HomeBASE temporary accommodations.

Name and Signature (head of HomeBASE household)

Date