

## **Maximum rent chart under Section 8 Affordability MOU's between property owners/managers and City Life/Vida Urbana**

The Property Owner/Manager has agreed under a Memorandum of Understanding to limit rents for Section 8 voucher-holder tenants to the applicable payment standard. The MOU is operationalized by setting rents at a level that keeps the tenant share at 30% of income for rent plus utility allowance. That avoids the tenant household being “rent burdened” as defined by the US Dept of Housing and Urban Development: housing costs are more than 30% of gross income.

The following charts have been accepted by the Boston Housing Authority (BHA) and Metropolitan Boston Housing Partnership (MBHP) for implementation of the Section 8 Affordability MOU. They list the maximum rents the Property Owner/Manager would be allowed to seek under the MOU. These maximums vary by unit size and whether or not utilities are included. If the tenant pays some utilities, the maximum rent the owner can seek is reduced by a fixed utility allowance noted in the charts. Important qualifications include:

- Under this agreement, the Property Owner/Manager can seek the maximum rents allowed in the charts, but this agreement does not require BHA or MBHP to agree that the maximum rent is warranted for an individual unit. All approved contract rents are subject to the Rent Reasonableness determination.
- The Property Owner/Manager can ask for rent up to the maximum allowed in the charts *for the unit size*, even if the tenant has a smaller *family size*.
- If an existing Section 8 tenant of the Property Owner/Manager is over these Section 8 Affordability MOU standards, the Property Owner/Manager is not required to reduce rent right away. That expectation exists upon recertification. If upon recertification the BHA/MBHP payment standard has not risen to close the gap between the contract rent and these Section 8 Affordability MOU standards, then the Property Owner/Manager should request a rent decrease, in writing, to the administering agency. Any disputes over individual cases will be negotiated.
- If policy changes are made by BHA or MBHP such that the effective maximum rent standard is reduced, the Property Owner/Manager will continue to be in compliance for tenants whose contract rent remains at or under these Section 8 Affordability MOU standards. New negotiations will determine what to do about tenants whose rent falls out of compliance as a result of the new policy.
- A different chart may be necessary for the Property Owner/Manager's Sec. 8 tenants outside the City of Boston, even if administered by BHA or MBHP. Additionally, tenants with Section 8 vouchers administered by an agency other than BHA or MBHP may have a different applicable payment standard and /or utility allowance.

**MBHP chart and heat allowances (effective 2/01/16 - taken from MBHP website)**

	SRO	Studio	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
<b>Maximum rent if heat is included</b>	<b>883?</b>	<b>1161</b>	<b>1387</b>	<b>1723</b>	<b>2139</b>	<b>2362</b>	<b>?</b>	<b>?</b>
<i>(Heat utility allowance deduction)</i>	--	-50	-82	-113	-141	-168	-213?	-258?
<b>Maximum rent if tenant pays heat</b>	<b>883?</b>	<b>1111</b>	<b>1305</b>	<b>1610</b>	<b>1998</b>	<b>2194</b>	<b>?</b>	<b>?</b>

**BHA chart and utility allowances (effective 10/24/16 - taken from [BHA website](#))**

	SRO	Studio	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
<b>Maximum rent if all utilities included</b>	<b>984</b>	<b>1,313</b>	<b>1,509</b>	<b>1,860</b>	<b>2,327</b>	<b>2,564</b>	<b>2,948</b>	<b>3,333</b>
<i>(Deduct utilities paid by tenant from max. rent) Heating type: single family bldg*</i>								
Oil	-54	-72	-97	-117	-147	-166	-193	-222
Gas	-29	-39	-52	-63	-79	-89	-104	-119
Electric	-49	-65	-89	-106	-134	-151	-176	-202
<i>(Deduct utilities paid by tenant from max. rent) Heating type: duplex or 2-3 family bldg*</i>								
Oil	-50	-66	-85	-112	-139	-164	-186	-214
Gas	-26	-35	-46	-60	-75	-88	-100	-115
Electric	-45	-60	-77	-102	-127	-149	-169	-195
<i>(Deduct utilities paid by tenant from max. rent) Heating type: low rise/garden bldg of 3+ apts*</i>								
Oil	-41	-54	-73	-98	-123	-148	-173	-199
Gas	-22	-29	-39	-53	-66	-80	-93	-107
Electric	-38	-50	-66	-90	-112	-135	-157	-181
<i>(Deduct utilities paid by tenant from max. rent) Heating type: high rise bldg of multiple units w/ elevator*</i>								
Gas	-23	-30	-34	-41	-49	-56	-70	-80
Electric	-34	-45	-56	-68	-84	-104	-121	-139
<i>(Deduct utilities paid by tenant from max. rent) Cooking fuel</i>								
Gas	-4	-5	-7	-9	-11	-14	-15	-17
Electric	-9	-12	-16	-21	-26	-32	-35	-40
<i>(Deduct utilities paid by tenant from max. rent) Water heating</i>								
Oil	-8	-11	-14	-19	-24	-30	-32	-37
Gas	-5	-7	-9	-11	-14	-17	-19	-22
Electric	-12	-16	-21	-28	-34	-42	-46	-53
<i>(Deduct utilities paid by tenant from max. rent) Electricity</i>								
	-32	-42	-54	-72	-89	-111	-119	-137
<i>(Deduct utilities paid by tenant from max. rent) Refrigerator – if owned by tenant</i>								
	-3	-4	-4	-4	-6	-6	-7	-7
<i>(Deduct utilities from max. rent) Stove/oven –if owned by tenant</i>								
	-3	-4	-4	-5	-5	-6	-6	-6
<i>(Deduct utilities paid by tenant from max. rent) Water/sewer – if paid by tenant</i>								
	-56	-75	-108	-141	-182	-208	-241	-272
<b>Maximum rent after Utility Allowance deductions</b>								

\*Pick only one heating type, based on what type of building the unit is in