

# Creating a Memorandum of Understanding

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**A Know Your Rights Guide for  
Public Housing Tenants in Massachusetts**

June 2026



## **Acknowledgments**

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**P**ublic housing tenant organizations in Massachusetts have a right to organize, be heard, and participate in matters affecting tenants. These rights can be made much stronger if a tenant organization sits down with housing authority staff and negotiates an agreement called a *Memorandum of Understanding* (or MOU) or a *Memorandum of Agreement* (or MOA).

**MOUs can be powerful tools for tenant groups.** They can open up better communications between tenants and housing authorities. They can provide access to resources to help strengthen tenant organizations. And, most importantly, they can provide tenant groups with a place at the table to work with the housing authority on issues of concern.

The purpose of this booklet is to explain what an MOU is and what steps you can take to create one. Included is a sample MOU.

Words in *italics* are defined in the **Glossary**.

For more information, contact:

**Massachusetts Union of Public Housing Tenants at 617-825-9750.**

# Creating a Memo of Understanding

## 1. What is an MOU?

A *Memorandum of Understanding* (or MOU, for short) is a written agreement. In the case of public housing, an MOU is a legal agreement between a tenant organization and a housing authority.<sup>1</sup> Sometimes an MOU is also called a Memorandum of Agreement (or MOA). MOUs and MOAs are the same thing.

An MOU spells out a common understanding of the working relationship between a local tenant organization (LTO) and a local housing authority (LHA). It clarifies what kind of support a housing authority will provide a tenant group or a *Resident Advisory Board* and spells out ways for tenants to participate in housing authority policies and plans for modernization.

Here is what some residents in public housing said about how their MOU helped their tenant organization:

- It helped us start our office, get computers, a fax machine, and supplies.
- Now we have the equipment to put the Local Tenant Organization together.
- It helped our group work with the housing authority on issues that affect tenants in our buildings.
- It clearly explained what the tenant organization can use its money for.
- It clearly defined rights and responsibilities of the housing authority and local tenant organization.

## 2. Why is an MOU important?

An MOU is required for state public housing tenant organizations of all sizes and for federal public housing where the housing authority has at least 250 units.<sup>2</sup> Where there are fewer than 250 federal public housing units an MOU is not required, but it is still a good practice.

In addition, there are a number of reasons an MOU is important and worth pushing for, even though the negotiation process takes time.

## Sets a better tone for tenant participation

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While *regulations* require tenant participation and recognize that it is beneficial to the running of public housing, creating an MOU makes both tenants and housing authorities more familiar with these regulations.<sup>3</sup> Negotiating an MOU raises a housing authority's awareness about its legal responsibilities to involve tenants in shaping housing authority policies. It also gives tenants the opportunity to define participation in ways that are truly meaningful to the tenant community.

## Builds a working relationship

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The process of actually negotiating an MOU helps tenants and housing authorities build a better working relationship, better listening skills, and more empathy for the issues that the other group faces. Tenants develop a better understanding of what challenges housing authorities have to deal with—for example, how to work with limited budgets. Housing authorities develop a better understanding of what problems tenants are having and their ideas for solutions that will work in their community.

## Sets up a structure for a partnership

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An MOU puts in writing what the partnership between a tenant organization and a housing authority is. It provides a structure for a working relationship. For example, while regulations say that the housing authority should meet “frequently” with tenants,<sup>4</sup> an MOU can set up a regular schedule for the housing authority and the tenant group to meet—say, once a month.

## Clarifies how regulations will be interpreted

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While *laws* provide a framework for resident participation, an MOU can clarify how your housing authority will carry out its responsibilities under the law. For example, regulations say a housing authority must ensure “open communications” with the tenant organization.<sup>5</sup> An MOU can clarify that “open communications” means: access to specific documents, advance notice of any changes in policies, and responses in writing from the housing authority to written comments submitted by tenants.

## Protects a tenant organization's rights over time

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Your current tenant organization may have a good working relationship with the current director, but what if a new director comes in who is less open to tenant involvement? Or what if the leadership in the tenant organization changes and it is less democratic? An MOU **protects tenant groups** over time because it says the tenant group has certain rights no matter who runs the housing authority or the tenant group. An MOU also **protects tenants** over time because it can strengthen a tenants organization's power to negotiate good policies on behalf of the whole community.

## Can give federal and state tenants the same rights

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If your housing authority has both federal and state public housing, an MOU is an opportunity to get state and federal public housing tenants covered by the same policies. Sometimes there are differences between federal and state laws and regulations, and

sometimes these differences can be harmonized in an MOU so that federal and state tenants have the same rights. For example, an MOU could say that:

- State and federal tenants can form a Resident Advisory Board (RAB), for example, Brockton and Boston RABs include both state and federal tenants.<sup>6</sup>
- State tenants and federal tenants can be on hiring committees and have input into hiring decisions.

### **3. What is generally included in an MOU?**

There is no required form for an MOU. Some MOUs are long and detailed. Others are short and general. A tenant group can have one MOU that touches on many issues. It can also have different MOUs that focus on specific issues, such as tenant participation funding, jobs and training, or space for after-school programs for kids. Whatever is included in an MOU offers tenant groups a more detailed layer of protection than what regulations offer.

Included in this booklet is a sample MOU to give you ideas about what to include.

What your tenant organization wants to include in an MOU will depend on your goals and what written policies your housing authority may already have. For example, while the Boston Housing Authority has a written resident participation policy, each tenant organization negotiates with the housing authority its own MOU about tenant participation funding.<sup>7</sup>

The following is a list of provisions commonly included in an MOU. Some of these items are required by the regulations and others are items that would need to be negotiated with the housing authority.

#### **Support for tenant group and organizing efforts**

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- **Recognition**

Your housing authority agrees that your group is the one they will talk to and negotiate with about issues that affect tenants.

- **Funds for tenant group**

The authority agrees to give your group tenant participation funds that are required by regulations in a timely manner, agrees to provide additional funding to enable tenants to participate in trainings, agrees to provide accounting assistance to help the group develop its capacity to manage funds,<sup>8</sup> and agrees on a procedure for the tenant group to submit a yearly budget request.<sup>9</sup>

- **Freedom to organize**

The housing authority agrees that tenants have a right to distribute information about the

tenant organization and about proposed or current housing authority policies and a right to meet privately without the housing authority.

- **Informational materials for new tenants**

Housing authority agrees to give all new tenants information materials about the tenant organization created by the tenant group.

- **Posting Contact Information**

Housing authority shall post contact information of officers of the LTO on the LHA's website and prominently in the LHA's offices and in any community center or room serving residents represented by the LTO.<sup>10</sup>

- **Protection against retaliation**

The housing authority agrees that it will not retaliate against any tenant who is organizing or who joins a tenant organization.

- **Office and meeting space**

The housing authority agrees to give the tenant organization private office space, a telephone, supplies, a meeting room, access to the internet, and repair services for office equipment.

- **Training**

The housing authority agrees to provide the tenant organization with funds and resources to be trained as a group on the law and organizational issues.

## **Improved communications**

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- **Information and documents**

The housing authority agrees to give your group information about its service programs (for example a Family Self Sufficiency Program), how it operates, and access to relevant documents, such as proposed policies and plans, correspondence between the housing authority and *HUD* and *EOHLC*, minutes from board meetings, and contracts with *bidders*.

- **Regular meetings**

Members of your organization and housing authority staff agree to meet regularly to discuss issues of concern to both and to have meetings on particular issues where specific staff are invited, such as a meeting on security with the public safety staff.

- **Board meetings**

Your tenant group gets an automatic place on the agenda of the housing authority's governing board meetings and receives agendas and handouts for the meeting in advance. Ask to be placed at the end of the agenda so that tenants can first listen to what is covered at the Board meeting before speaking.

- **Written responses**

The housing authority agrees to provide written responses to written comments that a

tenant group makes about any change in policy. This is important to establish a record of the discussion and what is being agreed to.

- **Respect**

The housing authority and tenant organization agree to treat each other with respect.

- **Resolution of disputes**

If the housing authority and tenant organization have a dispute that cannot be resolved, both agree to go through arbitration and abide by decisions of an independent arbitrator.

## **Right to participate in management**

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- **Policy changes**

The housing authority agrees to meet with the tenant group before changing major policies in order to get tenants' input.

- **Housing authority budgets**

The housing authority agrees to review its budget requests to *HUD* and *EOHLC* with the tenant group and to allow tenants a chance to comment on the budget.

- **Hiring and jobs**

The tenant group has representatives on hiring committees for key housing authority jobs; receives notice of when the housing authority has job openings; and works with the housing authority to develop economic opportunities for residents.

- **Modernization**

The tenant group has input into *modernization* plans, the right to be involved in writing *requests for proposals* to hire firms to do the modernization, and is involved in reviewing where modernization funds are going.<sup>11</sup>

## **4. What steps are involved in creating an MOU?**

It is important to understand that in most cases it is not up to the housing authority whether it wants to negotiate an MOU. It is required to do so by law.<sup>12</sup> See **Question 8**. While there is no one recipe for how to put together an MOU, it helps to understand where to start and what the process commonly involves.

In general, there are four major steps recommended in creating an MOU:

1. Tenant group drafts its own MOU.
2. Tenant group gives its draft MOU to the housing authority.
3. Tenant group and housing authority meet to negotiate the terms of the MOU.
4. Tenant group and housing authority agree on final MOU and all sign and date the MOU.

What follows are some ideas about how to carry out these four major steps.

## Tenant group drafts its own MOU

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1. It is better for your tenant group to give the housing authority the first draft of an MOU than for the housing authority to give you the first draft. This way, the tenants establish the terms of the MOU and are “in the driver’s seat.”
2. You don’t have to start from scratch. You can use the sample MOU at the end of this booklet as a starting point. It will give you ideas about what to include. In addition, Mass Union can e-mail you the sample MOU or you can use one that another LTO negotiated with the same LHA.
3. It is helpful to spend time learning what issues tenants care most about and weave these issues into the MOU. The Dot Exercise that Mass Union teaches is one way to do this. But keep in mind that because MOUs are very detailed and technical, it is hard to involve lots of tenants in the nitty-gritty of putting an MOU together. The process of developing an MOU, however, is a real opportunity to develop a more active tenant group.
4. Create an **MOU committee** of tenants who have the time and interest to read through the sample MOU and work on drafting. Then go through the sample MOU one section at a time. Add and delete provisions and talk about how to change it to best suit your situation. Take good notes so you remember what you talked about and agreed to. Make sure the issues that people care most about are in your MOU.
5. Draft your MOU with the changes people wanted to make. It is very helpful to have an attorney help you draft an MOU and be part of the MOU committee. An attorney can also review an MOU to make sure it complies with state and federal laws, covers the details that are important, and is clear in terms of enforcement. Every word matters in this kind of contract. Reach out to Mass Union to see if they can connect you with an attorney.
6. Once the committee has drafted an MOU, meet again with the larger tenant group to review the proposed document. While it is time-consuming to keep people in the loop, it is worth it. Being inclusive keeps everyone more informed and involved, and establishes a good foundation for a strong tenant group.
7. As you go through the process of developing an MOU in the Committee and with the larger tenant group, try to make arrangements for interpretation during meetings to be inclusive. You can use tenant participation funds to do this and also ask the housing authority to contribute.
8. Before you submit your draft to the housing authority, you may want to invite all tenants represented by the tenant organization to a meeting and go over the basic outline of the MOU. Be sure to allow time for questions and feedback.

## **Send your MOU to the housing authority**

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1. Hand deliver or email your draft of the MOU to the Executive Director of your housing authority. Include a short cover letter requesting a meeting to discuss it.
2. See the sample letter in this booklet. Always remember to keep copies of everything you submit.
3. Be patient. Not all housing authorities will move quickly on MOUs.
4. If the Director does not respond within a reasonable time (like two weeks), call and ask to set up a meeting. Be polite, but persistent. Convey your determination to have a meeting. Most executive directors should be responsive. Contact Mass Union if not.

## **Prepare to meet with the housing authority**

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1. Before you meet with the housing authority, make sure your group is prepared. Talk about how you want to approach the meeting.
2. Decide who will go to the meeting and who will lead your negotiating team. Usually only one or two people act as speakers. Try to have a lawyer or other representative or advocate on your negotiating team. Having an outside person as part of the negotiation process can make a housing authority more accountable.
3. Once you set up a time to meet with the housing authority, call the housing authority to go over certain details that will help you be more prepared. For example, ask them who will be coming to the negotiating meeting so you can be prepared. Your housing authority may have whoever they want on their negotiating team (and may bring their lawyer). Ask them whether you can record the meeting so that everyone has a record of what was said. Make sure everyone is clear about the time and place for the meeting (including whether in person or virtual).

## **Begin to negotiate with the housing authority**

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1. Often groups work through the draft MOU with the housing authority, paragraph by paragraph, exchanging ideas and concerns. This will likely require a series of meetings. That's OK. Remember, this is also about developing a relationship. You might want to start the meeting by talking about your overall goals, or about how state and federal regulations encourage housing authorities to work cooperatively with tenant organizations and how this can make your community better.<sup>13</sup>
2. During any meeting with the housing authority, have one or more people take notes. Write down what the housing authority staff say, what you agree about, what you disagree about, and why. You should expect there to be disagreement. These notes will be important as a record of what was said and to help your group think through next steps. You may also want to share your notes with the housing authority to

make sure there is agreement about what was covered. Do not share notes unless your group has agreed to do so.

3. Expect to compromise. Be clear about which items are your main concerns so you don't lose sight of them. If you can, decide ahead of time which items you would be willing to change or give up. Make sure if you agree to a compromise or to work toward a compromise that it is clear who will re-draft the new proposed language. As stated above, it is usually better for you to do the re-drafting than to leave it to the housing authority. This gives you more control over how the compromise is crafted. The housing authority will often agree to this as it is less work for them.
4. During negotiations, don't say "yes" and don't say "no" to any final changes. **Tell the housing authority that you will bring their requests for changes back to the tenant group for consideration.** This gives your group time to figure out what to do. It shows the housing authority that there are more people involved than those in the room. And it prevents a small group of tenants from making decisions without consulting the larger tenant group.
5. At the end of your first meeting, set up your next meeting, and, if you can, a schedule of future meetings to continue to negotiate the MOU. This will keep the process moving and will save a lot of time just trying to agree on when to meet.
6. For helpful tips on negotiating, see **Questions 5 and 12.**

## **Agree on the final version**

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1. As changes are agreed on, offer to make the actual changes on the document. If you have an attorney or advocate, ask them to make the changes. This will save the housing authority time and will continue to keep tenants in the driver's seat.
2. Make sure the MOU is written in a way that will automatically renew each year unless either party requests new negotiations by a certain time frame.<sup>14</sup>
3. Make sure that the MOU is written in plain language and terms that everyone understands.
4. Let the tenant group approve the final MOU. Call a meeting of all tenants and review the changes made. Remember, as well as getting their OK, you are helping all residents know their rights, feel more comfortable participating in housing authority business, and take ownership in the MOU.
5. The final MOU should be signed by the president of the tenant organization, the Executive Director of the housing authority, and any tenant leaders, such as a Vice President, Treasurer, or any Board member, who wish to sign. Make sure that it is also dated.

6. Make arrangements for the final MOU to be translated into priority languages in order to be inclusive. You can use tenant participation funds to do this and can also ask the housing authority to contribute funds for the translation of the written MOU.
7. Celebrate! Have a gathering to announce the new MOU and recognize all those who worked on it. Distribute a flyer to all residents announcing that the tenant group and housing authority have successfully negotiated a Memorandum of Understanding which will enable the resident organization to be more involved in matters that affect the community. Invite all tenants to the gathering and make a copy of the MOU available to all. If the housing authority has a website, ask them to post the signed MOU on the website.

# Negotiating a Memo of Understanding

## 5. What is the key to successfully negotiating an MOU?

The key to negotiating an MOU with your housing authority is having a strong tenant group. While many tenants shy away from participating in negotiations with the housing authority because they are afraid to challenge or disagree with them, if you have a group of resident leaders who support one another and the housing authority sees that you are united, **your unity can move mountains.**

In addition to developing a strong tenant group—which takes time and patience—other keys to successfully negotiating an MOU are:

1. Know what key laws and regulations say. They define what your rights are and give you a point of reference for evaluating and measuring proposals.
2. Make a list of which issues are most important to the group. Keep looking at this list. It will keep you focused throughout the negotiation process on what really matters to tenants as a group.
3. Set an agenda for the LTO's negotiating meetings with the LHA that provides a break half way through so that you have time to regroup if you need to.
4. Try to have a realistic sense of the amount of work your tenant organization is able to do. Do not spend a lot of time arguing over things you won't be able to follow through on. For instance, before requiring that the tenant organization see every bid for all modernization proposals, think about whether you will have the ability to review the bids in a meaningful way. Find out how many bids the housing authority receives for what types of projects. Maybe your tenant organization will want to review some types of bids and not others.
5. Explore the concerns and interests of your housing authority. This will give you a better sense of how an agreement might be reached.
6. Keep asking questions. By asking questions, you will learn more about what the housing authority's concerns are.
7. Figure out what resources your tenant organization needs to become more effective and ask for those resources. If you don't ask, you don't receive. Don't be afraid of hearing "no," it is part of the process.

8. When negotiations get difficult, be positive. Set a tone that projects your feelings that an agreement is possible or give concrete examples of why a provision is important. Try to get the tenant team and the housing authority to look for a place where parties can agree.<sup>15</sup>
9. Be open-minded. Explore alternatives. Try to imagine what the housing authority's viewpoint is.
10. Stay cool and don't personalize. Never personally attack the housing authority staff. Keep focused on the issues and why you see them differently.

## **6. What makes for a good negotiating team?**

You can have as many people on the negotiating team as you want. Generally, at each session one or two people are the spokespeople, someone takes notes, and others give moral support and help the speaker by passing along written suggestions. You can also have other tenants observe negotiating sessions as a way to train them.

Good negotiating teams have people who are:

- Prepared
- Flexible
- Good listeners
- Respectful of others
- Patient
- Persistent
- Effective communicators
- Trustworthy
- Positive
- Cool
- Even-keeled
- In control of emotions
- Team player

Spokespeople should be people who can express the ideas of the tenant group—not just their own ideas. Spokespeople should be people who can keep their cool if a member of the housing authority's negotiating team says something negative or insulting.

If you can, have a lawyer, and advocate, or someone from the Massachusetts Union of Public Housing Tenants or another advocate be on your negotiating team. You might want to invite a local ally or leader who cares about your community, such as a minister or a member of a church action committee. Their presence may keep the housing

authority more open and responsive. If you do have a lawyer or advocate on your team, think through whether you want the lawyer to present the tenant association's positions, or whether you want the tenants to be the lead negotiators with the lawyers there for technical support. You may decide you want to have tenants present some issues and your lawyer or advocate present others.

To prepare, it is helpful to role-play a negotiating session before meeting with the housing authority. Have several people act as the housing authority negotiators and several others be negotiators for the tenants. Pick out an important part of the MOU. Have the housing authority actors argue against the provision and have the tenant negotiators argue why that provision should be kept as written. Practice staying cool, even if the discussion gets hot.

## 7. How long does it take to negotiate an MOU?

How long it takes to negotiate an MOU depends entirely on your local situation, the strength of your group, and the willingness of your housing authority to work collaboratively. Once a process gets going, some tenant groups have met with a housing authority every other week to work through the document. Some meet once a month. Expect to have a series of meetings. Some tenant groups have negotiated an MOU in only two sessions; others have taken a year or 6 months to reach their final agreement.

Be prepared to be flexible and persistent.

## 8. Is the housing authority required to negotiate an MOU?

Your housing authority must negotiate an MOU if your tenant organization represents either state public housing tenants of any size or federal public housing tenants where the housing authority has 250 units or more of federal public housing.<sup>16</sup> In federal public housing, a written agreement is also required to receive funds from the housing authority regardless of the number of units.<sup>17</sup>

To negotiate an MOU, your tenant group does not have to be a non-profit organization. But your tenant organization must be **recognized** by your housing authority as the official local or jurisdiction-wide tenant organization (also called a tenant council). A housing authority must **recognize** a tenant organization if it was **duly** or democratically elected.

If the housing authority has fewer than 250 federal public housing units, it is required under regulations to support tenant participation activities.<sup>18</sup> It is not required, however, to negotiate an MOU. But tenants in smaller housing authorities have negotiated MOUs, especially MOUs on a particular issue. Don't let the fact that the law does not require a housing authority to negotiate an MOU stop you from trying to negotiate one.

## **9. What are housing authorities' common concerns about MOUs?**

As you go through your negotiations, it is important to find out what concerns your housing authority has, especially as you find areas of disagreement—which you will. What follows are some common concerns.

### **Tenants are out to get the housing authority**

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Reassure the housing authority that you are not “out to get them” or out to “make them look bad,” but that your goal is to protect public housing and the residents. Offer to work with them on issues of joint concern, such as contacting elected officials about the need to adequately fund public housing. For information on national housing issues, go to [www.NLIHC.org](http://www.NLIHC.org) or [www.MassUnion.org](http://www.MassUnion.org). For information on state housing issues, go to: [www.MassUnion.org](http://www.MassUnion.org)

### **Tenants want instant change**

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Reassure the housing authority that the tenant organization understands that change is a process and that it happens over time and not instantly. Set goals with the housing authority and evaluate them periodically to see whether these goals are being met.

### **Tenants will micromanage and make lots of demands**

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Reassure the housing authority that tenants are not interested in making demands for the sake of making demands or micromanaging the housing authority. Make it clear that you want to let the housing authority do its job and that your job is to focus on priority concerns.

### **Working with tenants slows down the process**

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While working collaboratively always requires extra steps, reassure the housing authority that in the long run it will save time, money, and hassles. There will be fewer arguments with the tenant organization. Tenant input may also prevent housing authorities from making costly mistakes. For example, a tenant group did research and found that a potential contractor had botched jobs in other housing authorities. Their discovery saved the housing authority far more hassle than the “hassle” of involving tenants in modernization decisions.

### **Tenants are difficult to work with**

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It is true that some people (both tenants and housing authority staff) are extremely hard to deal with. Since the MOU requires a housing authority to deal with the tenant organization, your authority may fear being stuck trying to make decisions with difficult people. This can be very touchy. What you call “persistent,” someone else may call “unreasonably stubborn.” Reassure the housing authority that the tenant organization wishes to be reasonable and businesslike and will handle personality difficulties within its

own membership. You can also request that the housing authority provide the tenant group with support for training on organizational issues to help you be more effective.

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## **No need to restate the law and regulations**

Some housing authorities may have little patience for long MOUs that appear to restate what laws and regulations say. You may be able to make your MOU shorter by focusing on what needs to be clarified and not restating what is in the regulations. But what is included in an MOU offers tenant groups another and more detailed layer of protection, so restating regulations is also a good thing. It serves to get the housing authority and tenant organization in agreement about what the regulations mean and includes all the details in one document.

## **10. How does the housing authority benefit from an MOU?**

When you negotiate an MOU, it will be up to tenants to talk about how the MOU can benefit a housing authority. Here are some benefits:

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### **Looking good**

Negotiating an MOU will make your housing authority look good in the eyes of *HUD* and *EOHLC*, the federal and state agencies that oversee public housing in Massachusetts. Mass Union is also considering ways to publicly recognize and thank LHAs who negotiate MOUs with tenants.

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### **Less disagreement**

If there is an agreement with a tenant organization about how tenant participation funds are going to be spent, it could avoid long disputes about whether the tenants or the housing authority is spending tenant participation funds properly.

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### **Depersonalizes**

Both the LTO and the LHA can focus on how the actual terms of an MOU are being complied with as opposed to focusing on personality conflicts.

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### **Simplicity**

If there are both state and federally subsidized public housing, an MOU can provide that certain state rules apply to federal tenants and certain federal rules apply to state tenants. This may make it simpler for the housing authority to administer the development.

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### **Better development**

Ultimately, an MOU will help create a better development. Since the MOU spells out everyone's roles and expectations, it will help the housing authority and your tenant organization develop a better partnership and a more cooperative relationship. Working

together will produce better results and better housing. For example, residents may have much better ideas about what safety strategies would work and would not work to make their development more secure.

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## **Provide a process**

An MOU can benefit a housing authority by providing a clear process for tenant participation. If the housing authority follows the process and tenants don't participate, the housing authority can't be faulted for not trying.

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## **Makes tenants responsible**

An MOU can help housing authorities accomplish their goals by making tenants responsible for assisting the housing authority. For example, when the housing authority is required to get tenant input on modernization, tenants can be responsible for surveying residents.

# **11. What if your housing authority refuses to negotiate an MOU?**

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## **Be calm**

Be calm at first. Housing authority directors usually have a lot on their plate. Public housing is not adequately funded, older housing needs constant attention, and housing authorities are scrambling for funds to preserve the housing they have. Express your understanding of the challenges they face, but stay focused and try to move them toward working with you.

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## **Stay focused on your goals**

If you are the leader responsible for contacting the housing authority on behalf of the tenant group, be careful not to let your emotions get the better of you and say things that will jeopardize what your group wants. Keep your eyes on the prize.

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## **Request a meeting in writing**

If your director refuses to respond to your initial request for a meeting and you have called several times, write a letter requesting a meeting. If you are working with an attorney, ask the attorney to do this. It may be more effective at getting the housing authority's attention and response.

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## **Go to the board**

If the housing authority executive director still refuses to negotiate with the tenant group, send another letter to the director and "cc" it (send a copy) to the chair of the housing authority board. If this doesn't work, then contact the chair of the housing authority board and ask the board to take action. You may also want to attend a board meeting and raise this or *lobby* individual board members and think of ways that they could be influenced. For example, there is usually a labor representative, or a state representative

appointed by EOHLC, or a tenant representative on the housing authority board. Each may have a special interest because of the way in which he or she was appointed. Board members may also be responsive to contact by local politicians or other local leaders. Contact Mass Union for help creating a strategy to move the board toward your goal.

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## **Go to EOHLC or HUD**

If the board does not take action, put your complaint in writing and tell the agency that oversees your housing authorities what has happened and ask them to help.

**Federal tenants** can contact HUD Boston Regional Office at (617) 994-8200, here is a link to [HUD's Directory](#).

**State tenants** can write a letter to the Division of Public Housing, Executive Office of Housing and Livable Communities (EOHLC), at 100 Cambridge St., Suite 300, Boston, MA 02114, email your management specialist at EOHLC and report the issue through EOHLC's complaint portal at [www.mass.gov/forms/hlc-program-concerns-reporting-form](http://www.mass.gov/forms/hlc-program-concerns-reporting-form)

You can also contact Mass Union for assistance and referrals to local legal services organizations that might be able to assist.

## **12. What are some negotiation tips?**

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### **Negotiate with the right staff**

- Make sure housing authority staff at the negotiations have the power to negotiate. Or make sure that housing authority negotiators have the ear of the Executive Director.
- When discussing a particular issue, request that staff who have relevant information be present. For instance, if you are discussing what type of equipment will be provided to the tenant association, ask that the person in charge of the equipment be at the meeting.

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### **Hold negotiating meetings at a time when tenants can participate**

- To be inclusive figure out where and when meetings should be held.
- At family developments, evening meetings may be better.
- If meetings are over zoom or both in-person and over zoom, make sure tenants have the technology they need and know how to log-on to zoom meetings.

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### **Have examples**

- Bring real-life examples to your negotiating sessions that support your requests.
- Examples will help persuade the housing authority that your concerns are real.
- Talk to tenants to get examples that support your position.

## **Listen and ask questions**

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- Do not make assumptions about what a person is thinking.
- Ask questions to understand a person's point of view.
- There are no stupid questions.
- If you do not understand something, other people probably don't understand either.
- Try to determine the underlying reason for his or her position.
- Acknowledge the other person's point of view.
- Take notes. This can help you "hear" the other person more accurately.

## **Don't be intimidated**

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- As a tenant, you know about the needs of tenants.
- Don't let a housing authority intimidate you by throwing out statistics or legal jargon.
- Don't be intimidated by irrational, angry, or threatening behavior.
- Use your knowledge and experience to challenge the housing authority.

## **Don't take "no" for an answer**

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- Never accept blanket statements, such as "it's against the rules" or "there's no money."
- Ask to see the regulations in writing. Often people interpret the same rule differently.
- Ask to see the budget. Just because money has been spent a certain way in the past doesn't mean it must be spent that way in the future.

## **Take time out**

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- If emotions get too hot or you don't know what to do next, ask for a "time out."
- A time-out is a standard practice in negotiating and is called a *caucus*.
- A *caucus* is when people meet with their own group to privately discuss something.
- Even a five-minute caucus can clear your head and set a better direction.
- Ask for a caucus at any time. You don't need to be "on the spot."

## **Be prepared to give up something**

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- Don't give something up unless asked.
- If you give something up, let the other party know this is a compromise.
- Get something in return for compromising.
- Walk away from the table to *caucus*.
- Caucus privately when you come to an impasse and cannot agree on something.

## **Pick your battles**

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- Be realistic about what to fight for.
- Stay focused on what's most important to residents.
- Be sure that the tenant group has the capacity to carry out its end of the bargain.

# Special Circumstances

The following are some special circumstances that may affect the content of the MOU.

## **LTO represents both state and federal public housing tenants**

You will need to be sure that the MOU meets both the state and federal regulations. For example, the state regulations provide that the MOU is in effect for 5 years but the federal (where 250 or more units) provide for 3 years so if the LTO and MOU are covering both state and federal tenants, the MOU must be for 3 years.

## **The LHA is under a management contract with another housing authority for the operation of the development**

In the beginning of the MOU, consider defining your housing authority (name) as including staff employed by or at your properties (list) and any other housing authority or personnel under contract with housing authority (name) who is managing and/or redeveloping any of the properties of your housing authority. In each of the sections, also make sure that it's clear which housing authority is covered (one or both) and have the executive director of both housing authorities sign the MOU.

## **The development is being redeveloped**

If the development represented by the LTO will be undergoing redevelopment, make sure that the provisions cover both the housing authority and any new owner (if not the housing authority). Try to get an attorney to help you with the redevelopment. MOUs can take on different forms depending on the nature of the financing. If tenants will be temporarily relocated off site, make sure that the MOU covers them too (including the LHA cooperating with providing information and notices to them and for the purpose of the tenant participation funds). Contact Mass Union about how to find an attorney and get sample redevelopment documents.

## **The LTO is city/town wide and/or also represents federal and state voucher tenants**

Make sure the provisions of the MOU are tailored to these situations as applicable. For example, if a LTO is town-wide, make sure there is language in the MOU indicating the development names and the total amount of tenant participation funds.

# Enforcing a Memo of Understanding

## 13. What if a housing authority does not follow an MOU?

An MOU gives you a powerful legal tool to protect tenants' rights. It is a legal contract which can be enforced in court.<sup>15</sup> But it is powerful only if you use it. And just because a housing authority signed an MOU does not mean that they will follow it.

If a housing authority does not follow a provision in your MOU, write the housing authority a letter reminding them about the specific agreement in the MOU. Always put this in writing so that you will have a paper trail of your efforts to communicate with the housing authority and enforce the MOU.

If regulations are involved, include the specific legal citation of the regulation or a copy of the regulation itself with the key words highlighted. You will always be on stronger ground if you include regulations.

If you are working with an attorney, you may want to ask the attorney to write this letter and help you communicate with the housing authority. You can also let Mass Union know about any violations, and they can help you strategize about what to do.

If, after receiving your letter, the housing authority still refuses to follow the MOU, contact EOHLC (if you live in state public housing) or HUD (if you live in federal public housing) and ask to speak to someone assigned to your housing authority. That person may be able to help work out a solution. Keep Mass Union in the loop.

Finally, if the housing authority still refuses to follow the MOU, you can file a complaint in court seeking to enforce the agreement. While this is a last resort and one that you may not want to take on without legal assistance, tenants have gone to court and won.<sup>19</sup>

# Glossary

**Bidders:** Companies that apply to work for the housing authority on a project. Companies apply for a job by submitting a bid, so they are called bidders.

**Caucus:** When each side of a negotiation team meets privately with its own members to discuss its position. Often occurs during a time-out in a negotiation.

**Duly:** Legally, following the rules.

**Duly Elected:** A duly elected tenant organization is one that has been democratically elected by residents according to minimum standards in HUD's rules (24 C.F.R. 964) or EOHLC's rules (760 C.M.R. 6.09).

**EOHLC:** Massachusetts Executive Office Housing and Livable Communities, formerly The Mass. Department of Housing and Community Development.

**HUD:** U.S. Department of Housing and Urban Development.

**Law:** All legal rules enforceable in court, including *statutes*, *regulations*, and case law (interpretations of statutes and regulations made by courts).

**Lobby:** Try to influence a decision maker.

**Memorandum of Understanding:** A written agreement between different parties.

**Modernization:** A program where HUD or EOHLC provides money to local housing authorities for physical or management improvements to public housing.

**Recognize:** To officially acknowledge an organization's existence. For example, the housing authority must recognize a duly elected tenant organization.

**Regulations:** Legal rules published by state and federal agencies (such as EOHLC or HUD) to carry out their programs, outline their responsibilities, and set out the rights of any beneficiaries under their programs.

**Resident Advisory Board:** A group of residents that advises the housing authority about its Annual and 5-Year plans.

**Request for proposals:** The document a housing authority sends out asking businesses and organizations to apply to work on a project or to supply a service.

**Statute:** An act of the state legislature or federal Congress requiring or prohibiting something.

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# **Reference Materials**

## 14. Sample Letter to Housing Authority

This is a sample letter you can use to request a meeting with your housing authority.

Your name  
Your group's name

Date

Executive Director's Name  
Your Housing Authority  
Address

Dear Director:

My name is \_\_\_\_\_, and I am the \_\_\_\_\_ [*state your title and if you have no title, say you're a member*] of the \_\_\_\_\_ [*name of your tenant organization*]. As the duly elected tenant organization of \_\_\_\_\_ [*name of your development*], \_\_\_\_\_ [*name of your tenant organization*] exists to protect public housing and to serve the tenant community. Our goal is to work with tenants and \_\_\_\_\_ [*name of your housing authority*] on issues of mutual concern.

Over the past several weeks, we have been working to draft a Memorandum of Understanding (MOU) between our association and \_\_\_\_\_ [*name of your housing authority*]. We believe that working with you to create an MOU will help us develop a partnership that will ultimately create a better development.

We would appreciate the opportunity to meet with you and your staff to discuss the enclosed draft Memorandum. I can be reached at the above address, or at (999)-999-9999.

I look forward to discussing our mutual goals.

Sincerely,

Your Name (signed)

Your Name (typed or printed)

Title and Name of Group

## **15. Sample Memorandum of Understanding**

The following document is an example of an MOU between a tenant organization and a housing authority. It was developed over the years by the Massachusetts Union of Public Housing Tenants, with the assistance of Massachusetts Law Reform Institute and other legal services attorneys.

Tenant groups and housing authorities can use this sample MOU as a starting place to develop a draft MOU to negotiate with the housing authority.

This sample MOU has helped tenant organizations and housing authorities come to common understanding about how regulations will be implemented in their particular location. It captures key policies that residents should be involved in and it provides a vehicle for tenants to talk through all of these policies.

Please remember that this document is just an example. While it is based on Massachusetts and federal regulations for tenant participation, some of the specific details are not regulations and are not binding in any community until an actual MOU has been negotiated and signed.

Also, not all of these provisions work everywhere. You need to tailor this sample to your local needs. You may also decide to add provisions which are important to your community. For example, in the Meeting section, your group may want to add specific meetings to discuss parking, security, or pest control if those are reoccurring issues.

If you have questions or want assistance or would like an electronic copy of the sample document e-mailed to you, contact Mass Union at 617-825-9750. Mass Union encourages all communities to negotiate Memos of Understanding.

# Sample Memorandum of Understanding For Local Tenant Organization

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|     |                                              |    |
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**Prepared by the Massachusetts Union of Public Housing Tenants  
and the Massachusetts Law Reform Institute**

## 1. PRELIMINARY STATEMENT

### a. Parties

This agreement is made between \_\_\_\_\_ Housing Authority (the Authority) and \_\_\_\_\_ Tenant Organization (the Tenant Organization). This agreement recognizes and implements the Authority's obligation to encourage tenants, through its duly recognized organization, to participate to the fullest extent possible in the administration of public housing.

### b. Regulations

This agreement is subject to applicable regulations and guidance from the United States Department of Housing and Urban Development (**HUD**) and/or the Mass. Executive Office of Housing and Livable Communities (**EOHLC**).

## 2. RECOGNITION

The Authority recognizes the Tenant Organization as the official representative of the tenants residing in the *state-funded* or *federally-funded (choose one)* \_\_\_\_\_ (*name of development*), with the power to negotiate on all matters that affect residents of those developments.

## 3. TENANT ORGANIZATION ACTIVITIES

### a. Right to Participate in Tenant Organization

The Authority recognizes the right of all tenants residing at \_\_\_\_\_ (*name of development*) to organize and to join the Tenant Organization. The Authority shall not in any way interfere with or discourage any lawful tenant organizing activities. It shall not seek to evict tenants or take reprisals of any kind against any tenant for organizing, joining, or participating in the activities of the Tenant Organization.

### b. Written Information to Tenants

The Authority shall give each new tenant as they move in written information about the Tenant Organization. This will include the names and business contact information of the officers [*or all members of the board of directors – choose one*] of the Tenant Organization and an explanation of the role of the Tenant Organization as an independent organization that represents tenants.

### c. Posting Contact Information

The housing authority shall post contact information of officers of the Tenant Organization on the LHA's website and prominently in the LHA's offices and in any community center or room serving residents represented by the LTO.

### d. Meetings

Representatives of the Authority shall not attend any meeting of the Tenant Organization or any tenants' meeting except upon invitation by an officer of the Tenant Organization.

### e. Distribution of Literature

The Authority recognizes the right of all tenants to distribute literature and information to other

tenants upon housing authority property. The Authority will permit representatives of the Tenant Organization and their designees access to all Authority buildings for the purpose of distributing or posting literature, flyers, or other communications and for the purpose of making in-person contact with other tenants. *[consider adding details for example that a tenant organization officer will pick up keys to access a building and then return the keys to the housing authority during business hours]*.

**f. Robo Calls**

Upon the Tenant Organization's request, the Authority shall make "robo calls" and (when available) send text messages to all tenants' phone numbers on file at the Authority so long as the Authority receives the request at least three business days in advance. Whenever possible, the Authority shall do the "robo calls" in multiple languages. The Authority shall update its robo call list monthly.

**4. MEETINGS**

**a. Periodic Meetings**

The Executive Director of the Authority or his/her designee shall meet at least once a month with representative(s) from the Tenant Organization. The purpose of these meetings is to discuss issues of concern to the parties and to carry out the requirements of this Agreement and applicable regulations. The Authority representative at these meetings shall have the power to enter into agreements on behalf of the Authority.

**b. Meeting Schedule**

The monthly meeting shall be held on \_\_\_\_\_ *[a specific time and day, for example from 1-2:30 pm the last Friday of the month]*. When the need arises, additional meetings may be held with the consent of both parties, or may be called by either party upon 48-hour written notice to the other party. Any scheduled meeting may be cancelled or re-scheduled only with the consent of both parties or for emergency reasons.

**c. Minutes**

The Authority shall prepare, maintain, and distribute by email to the Tenant Organization Board the minutes of these meetings on a timely basis (which is generally within five business days).

**5. INFORMATION**

**a. Information to be Provided**

The Authority shall, upon request, provide the Tenant Organization with a copy of public records and documents that relate to the administration of the public housing programs and other related programs operated by the Authority. This includes: periodic reports such as the Authority's Annual Report and leasing and vacancy reports; contracts for financial assistance; financial statements and summary sheets of operating budgets; non-confidential correspondence between the Authority, regulatory agencies, and other agencies; specifications for bids; schedules for community activities; and any reports and studies regarding management policies.

**b. Method of Providing Information**

Copies of all such documents shall be provided by the Authority free of charge to the Chair or

Vice-Chair [or President or Vice President] of the Tenant Organization. If the records are voluminous, the Tenant Organization shall be allowed access to the documents in the Authority office during normal business hours, and may copy portions free of charge.

## **6. FACILITIES FOR THE TENANT ORGANIZATION**

### **a. Office Space**

The Authority shall lease at no charge to the Tenant Organization an office on Authority property. This is currently located at: \_\_\_\_\_. The office shall be accessible, private, secure, large enough to meet the reasonable needs of the Tenant Organization, freely accessible to tenants at all times, and in a location convenient to the maximum number of tenants. Other groups may share the office only with written permission of the Tenant Organization. The key for the office shall be kept by the Tenant Organization officers. Authority members, agents or employees may enter the office only with the permission of the Tenant Organization except in cases of emergency. The Authority shall provide the Tenant Organization with at least two office keys.

### **b. Furniture, Equipment, Supplies, Internet and Telephone**

The Authority shall provide the Tenant Organization, without charge, a reasonable supply of office furniture including desks, chairs, table, filing cabinets, lamps, and bookshelves. The Authority shall provide the Tenant Organization, without charge, a computer and combined printer/copier/scanner; the required consumables for such equipment (e.g. paper, ink) and consumable office supplies, (including cleaning supplies) and shall replenish them as reasonably necessary.

*Or - When the Tenant Organization has its own copy machine, the Authority shall supply consumables (paper, ink, etc.) and repair as necessary. When the Tenant Organization has its own computer, the Authority shall provide it with computer support and repair as necessary.*

*Or - When the Tenant Organization has no copy machine, it shall have reasonable access to the Authority copy machine, free of charge.*

For large copy or print jobs, the Tenant Organization shall have reasonable access to the Authority's copy machine/printer free of charge

The Authority shall provide internet service, heating/cooling, and electricity for the office without charge.

The Authority shall provide for the installation of a telephone and shall pay the basic service cost; the Tenant Organization shall pay for long-distance calls.

The Tenant Organization shall be responsible for routine cleaning of the office.

### **c. Meeting Space**

The Tenant Organization shall have free access to and control of a meeting room and kitchen. This is currently located at: \_\_\_\_\_. The Authority will maintain these rooms in the same condition as their business offices. The Authority will supply the Tenant Organization with cleaning supplies and equipment so tenants may do additional cleaning as desired. The kitchen will be

equipped with a stove, refrigerator and sink, which the Authority will keep in working condition. When Authority employees use this kitchen, the Authority is responsible for the clean-up.

## **7. FUNDS FOR THE TENANT ORGANIZATION**

### **a. Funds for the Tenant Organization**

The Authority shall make available to the Tenant Organization funds at the rate stated in current state regulations for tenant participation (*currently found at 760 C.M.R. 6.09 and PHN 2024-25*) and at the rate provided in the federal public housing regulations and notices (*currently found in 24 C.F.R. 964 and [PIH Notice 2021-16 \(HA\)](#)*). At present, these funds are \$25/year/unit for the \_\_\_\_\_ units occupied or available for occupancy by tenants at the \_\_\_\_\_ development. The housing authority must provide funding to Tenant Organization on this unit-based formula rather than on a reimbursement basis. These funds will be used for general items of expense in the conduct of the business and activities of the Tenant Organization. This includes additional office equipment, special stationery, telephone costs beyond the basic service costs, travel for Tenant Organization business, postage, dues to statewide and national tenant organizations, attendance at relevant conferences (including hotel costs, if necessary), light refreshments related to tenant participation events, publications and training related to tenants' rights and education, and services to tenants. Funds may not be used for social or recreational purposes such as parties, outings, recreational equipment, and charitable or religious donations.

### **b. Method of Providing Funds, Budget, and Report of Expenditures**

The Tenant Organization shall use its best efforts to submit its budget to the Authority one month before the beginning of the budget year, which starts on \_\_\_\_\_. The budget shall describe its proposed expenditures of the Authority's tenant participation funds for the upcoming year. This budget when agreed upon will be authorized at the following Authority Board meeting, and the Tenant Organization will be eligible to receive the full amount of annual funds from the housing authority within five (5) working days of authorization. At the end of the budget year, the Tenant Organization shall submit to the Authority an annual report of the actual tenant participation funds spent. Any tenant participation funds not expended or committed by the Tenant Organization shall be used for future operations of the Tenant Organization. The Tenant Organization shall provide the Authority with a revised budget or other accounting of the use or planned use of said funds.

### **c. Authority Objections to Budget**

If the Authority believes that any item contained in the Tenant Organization budget falls outside the scope of the legitimate business and activities of the Tenant Organization, it may object to it in writing, stating the reasons for its objection. Such objection shall not affect the Authority's obligation to pay to the Tenant Organization an amount equal to the budget total. The Authority and the Tenant Organization shall meet promptly to seek to resolve the dispute. If no agreement is reached, the budget as submitted by the Tenant Organization and the Authority's written objections should be forwarded to the appropriate regulatory agency for the resolution of the dispute.

### **d. Other Funds**

The Tenant Organization may raise its own funds and spend those funds as it considers appropriate and does not need to submit to the housing authority a proposed budget or a report

on these funds. Other fundraising shall not affect the right of the Tenant Organization to claim the funds described above.

**e. Technical Assistance**

Upon request, the Authority shall make its accountant or financial officer reasonably available to the Tenant Organization to provide technical assistance on bookkeeping and accounting matters.

**8. AUTHORITY POLICIES AND PRACTICES**

**a. Availability**

The Authority shall provide the Tenant Organization with a notebook that includes all policies, practices, and regulations of the Authority, EOHLC and/or HUD that relate to tenants of the \_\_\_\_\_ (*local development*). In addition, these shall be on file in the Authority office at \_\_\_\_\_ (*local development*) and posted on the Authority's website. A conspicuous notice shall be posted in the office stating that any tenant may read the documents in these files during normal business hours.

**b. Proposed Changes**

Except as provided by the federal and state Annual Plan processes or otherwise required by law, when the Authority proposes any change in policies or practices that may affect tenants at \_\_\_\_\_ (*local development*), the Authority shall submit these proposed changes in writing to the officers of the Tenant Organization. The Authority must give the Tenant Organization and all affected residents written notice of the proposed changes and thirty (30) days to review and comment in writing on the proposed changes but the Authority may enlarge said 30 day period. Upon request from the Tenant Organization, the Authority shall meet with the Tenant Organization board and its invitees to have an interactive discussion about any such proposed changes. If the Tenant Organization submits written objections or suggestions, the Authority shall give full and fair consideration to the comments and concerns and has ten (10) days to respond in writing, including, providing specific legal and factual reasons supporting the proposed change. The Authority shall promptly meet with the Tenant Organization to seek to reach agreement. If differences about the changes remain between the Tenant Organization and the Authority after the meeting, the Authority's proposal and written tenant objections shall be forwarded to the regulatory agency. Both parties will request that the appropriate regulatory agency review the positions of the parties, determine which tenant recommendations should be incorporated, and notify both the Authority and the Tenant Organization of their decision. The new policy will be implemented either when both parties agree or when this decision is received from the regulatory agency.

**c. Limitations**

Any proposal for a change in policy which would have the effect of shifting responsibility for costs to tenants, imposing any additional charges on tenants, or shifting responsibility for payment for services to tenants shall not be made unless the Authority demonstrates that no less burdensome means of achieving its goals are available or that this is required by law.

**d. Conduct of Authority Employees**

The conduct of Authority employees toward tenants shall be courteous, civil and respectful. The Authority will instruct its employees to this effect. When a complaint is made by a tenant

regarding an employee, the Authority will: a) ask the tenant to put it in writing, b) promptly investigate the complaint, c) report its finding in writing to the tenant, and d) keep a copy of the complaint and finding (with the tenant's name removed) in the employee's file, to be part of the standard review process. The report to the tenant will include a statement that if the tenant is not satisfied with the action taken by the Authority, the tenant may contact the Tenant Organization for assistance in taking the complaint through the grievance procedure.

## **9. HIRING**

### **a. Job Descriptions**

Descriptions for every job at the Authority shall be kept on file and be available to the Tenant Organization for inspection and comment.

### **b. Prior to Hiring**

Before any vacancy is filled (including by promotions), in which the employee to be hired will have direct dealings with the Residents, the Authority shall provide the Tenant Organization with an opportunity to review the job requirements and job description, examine the resumes of all candidates, to express the Tenant Organization's objective view of the qualifications of some or all of the candidates, to recommend one or more of these candidates to be interviewed, to participate in interviews of the candidates who are interviewed, and to make a recommendation about which candidates should be hired. Without a prior written agreement detailing the specific procedures to be followed, the Tenant Organization shall not check a candidate's reference, contact his or her past or present employers, independently arrange for an interview of the candidate or conduct activities which infringe of the candidate's privacy.

### **c. Advertisement for Positions**

The Authority shall notify the Tenant Organization whenever a job becomes available to outside candidates and is not covered by an applicable internal promotion policy and shall send a copy of any job postings directly to the Tenant Organization.

### **d. Hiring Committee**

The Authority recognizes the importance of resident participation in hiring. The Tenant Organization shall have at least two seats on all Authority hiring panels. The purpose of the Hiring Committee is to review applications, conduct interviews with candidates, advise and make recommendations to the Executive Director on all potential hires for positions which have an effect on residents' lives.

### **e. Employment Priorities to Qualified Tenants**

The Hiring Committee and the Authority shall give priority, consistent with equal opportunity practices, to a qualified tenant who has applied for the available position. The tenant does not need to be more qualified than other applicants—simply qualified. This policy and practice shall include, but not be limited to, the employment of administrative, managerial, and clerical personnel, security guards, maintenance personnel, and resident and housekeeping aides.

## **10. BUDGET OF THE AUTHORITY**

### **a. Tenant Recommendations for Budget**

Prior to the preparation of its annual operating budget, the Authority shall meet with the Tenant Organization to solicit tenant recommendations and proposals regarding the budget. The Authority shall then draft a proposed operating budget and shall submit it to the Tenant Organization. The Authority shall make available to the Tenant Organization qualified personnel to explain and clarify the proposed budget. The Tenant Organization may propose items and/or make recommendations on items that they would like to be considered for input into the next fiscal year's operating budget during the Annual Plan process meetings or the monthly meetings between the Authority and Tenant Association.

### **b. Resolution of Disputes Concerning Budget**

If the tentative annual budget does not include all of the recommendations and proposals of the Tenant Organization, the Authority shall explain in writing its reasons for rejecting each recommendation and proposal which has not been included. The Authority and the Tenant Organization shall meet to attempt to resolve their differences. If no agreement is reached, the Authority shall request that the funding agency(s) review the positions of the parties, make a determination as to which tenant recommendations and proposals should be incorporated into the budget, and send notice of its findings to both the Authority and the Tenant Organization.

### **c. Special Budgets**

The Authority will follow a similar procedure in the preparation of any special or revised Authority budget.

## **11. AUTHORITY BOARD MEETINGS**

### **a. Notification**

In order that the Tenant Organization may be fully informed and that discussions between the parties may be based on a common understanding of facts and problems, the Authority shall provide the Tenant Organization with a copy of the packet supplied to Authority Board members (*or governing body—for example, in Boston, the Executive Committee*) prior to their meetings. This shall include all non-confidential official communications between members of the Authority's Board of Commissioners and Authority officials and employees, including the agenda for any upcoming meeting, draft minutes of any previous meetings, and copies of any material to be considered by the Board. The Tenant Organization shall receive this packet at the same time that the Commissioners receive their packets and at least five working days prior to Board meetings.

### **b. Place on Agenda**

The Authority shall include on the agenda of each meeting of the Board time for discussion with the Tenant Organization and time for residents to speak on issues of resident concern. In addition, the Authority shall include time on the agenda for the Tenant Association and residents to speak on particular agenda items at a meaningful time before there is a vote.

## **12. PRIVACY AND CONFIDENTIALITY**

### **a. Confidentiality**

Information concerning tenants held by the Authority shall be kept strictly confidential and shall not be released to any entity or individual except by written authorization of the tenant or where the Authority is required by law to release the information.

## **13. MAINTENANCE AND REPAIRS**

### **a. Maintenance Obligations**

The Authority shall at all times maintain all dwelling units and common areas in decent, safe, and sanitary condition consistent with the requirements of Article II of the State Sanitary Code and other applicable codes, standards, and regulations.

### **b. Repair Requests**

The Authority shall maintain written records of all tenant complaints concerning, and requests for, maintenance and repairs. At the regular meetings scheduled with the Tenant Organization and the Authority, on the agenda will be a discussion about maintenance and repairs, including whether repair requests or work orders are being processed in a timely manner, what complaints or reports have come in from the Board of Health (or other local code enforcement agency), and whether there are needs that should be incorporated into a capital plan or budget.

### **c. Addressing Maintenance Needs**

Every two months, Authority personnel will tour the outside of the development, noting maintenance needs. This tour shall include: the Director of Maintenance, a maintenance worker for the development, and a representative from the Tenant Organization. The Executive Director will be included at least every four (4) months.

The Authority shall formulate written plans for the periodic maintenance of buildings, systems and equipment, and appliances. At least yearly, the Authority shall furnish the plans to the Tenant Organization, which may make comments and suggestions. The Authority shall incorporate into its maintenance plans the reasonable needs, requirements, and suggestions of the Tenant Organization.

## **14. SECURITY**

### **a. Application for Funding**

The Authority will discuss with the Tenant Organization various options for improving the security of public housing tenants. Together they will design a strategy to actively seek funding for such projects through city, state, federal or private means. If Authority chooses not to apply for such money as becomes available, they will inform the Tenant Organization in writing of their reasons to not apply, and agree to discuss it on request. The Tenant Organization agrees to assist in applying for security funding in any way possible.

### **b. Improving Communication**

Authority agrees to develop a specific, measurable plan to improve the cooperation and

communication between the Tenant Organization, the Authority and the Police. This plan will be developed within three (3) months of the signing of this agreement, and will be reviewed every six (6) months.

## **15. CAPITAL IMPROVEMENTS and MODERNIZATION**

### **a. Consultation with Tenant Organization**

The Authority shall consult with the Tenant Organization regarding the projects and initiatives outlined below:

1. All needs and priorities that are identified by the Tenant Organization to be considered by the Authority for inclusion in the Capital Improvement Plan (CIP);
2. Any planned or ongoing capital projects, including status, schedule, budget and expenditures of such projects; such consultation shall occur at least quarterly, between Capital Improvement Plan submissions;
3. Any planned applications for, or awards from, any special capital funding programs or initiatives;
4. Any plans by the Authority to seek to become a Host Housing Authority for a Capital Assistance Team, or to request a waiver from participating in the Capital Assistance Program established pursuant to 760 CMR 11.08: *Capital Assistance Program*;
5. Any proposals to redevelop any Authority property;
6. Large Projects, as defined in 760 CMR 11.01(4), that will require relocation, unit reconfiguration, demolition or new construction. For these projects, the Authority shall invite a Tenant Organization representative to participate in the interview of the finalist(s) for designer and to the schematic design review meeting. Prior to bidding, the designer and the Authority shall solicit and review comments from the Tenant Organization on the proposed modernization improvements and incorporate these comments in the bidding documents if deemed appropriate by the Authority. Following award of the construction contract, the SHA shall:
  - a. inform the Tenant Organization of the award, the construction contract, and the proposed construction schedule,
  - b. inform the Tenant Organization that the material documents relating to the modernization project are available in the Authority's office for inspection,
  - c. invite a Tenant Organization representative to attend pre construction conferences, and
  - d. invite no more than two Tenant Organization representatives to attend and observe any regularly scheduled pre-construction or progress job meetings with housing authority staff, contractors, and architects to plan and track renovations, including reviewing timelines, impact of renovations on residents, construction milestones, design and design changes, and compliance with safety codes and other regulations.

**b. Meeting with Tenant Organization**

Before any application is submitted, the Authority shall notify the Tenant Organization as funding rounds are announced or whenever it plans to seek modernization funds or redevelop the property. The Authority shall schedule a meeting with the Tenant Organization at a time and place when the maximum number of tenants should be able to attend. The Authority shall post in a conspicuous place in the central office and in each development notice of the scheduled meeting that indicates the date, time, and purpose of the meeting.

**c. Resident Input During Modernization**

Once funding is allocated for a specific project, the Tenant Organization will work closely with the Authority to implement the improvements. The Tenant Organization shall be involved at every step of the process, including: selection of consultants, planning process, reviewing architect or engineer's plans, and attending pre-construction meetings.

**16. SEPARABILITY**

**a. Each Clause of This Memorandum of Understanding Stands on Its Own**

In the event that any clause shall be determined to be in violation of any law, only that clause shall be considered of no force and effect. This will not impair the validity and enforceability of any other clause, sentence, or paragraph in which the offending language may appear.

**17. TERM AND RENEWAL**

**a. Term and Renewal**

This Agreement shall be effective for an initial period of three (3) years from the date of signing from \_\_\_\_\_ (date) through \_\_\_\_\_ (date) unless modified in writing by all parties and attached hereto. It shall be automatically renewed for successive three (3)-year terms, unless either party notifies the other in writing not less than sixty (60) days before the expiration of any term that it wishes to renegotiate the Agreement.

**b. Re-negotiation**

The parties shall make every reasonable effort, before the expiration of the term, to renegotiate mutually acceptable replacement sections. In the event that the parties are unable to reach agreement, the dispute shall be referred to HUD or EOHLIC for resolution.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
**President of the Tenant Organization**

\_\_\_\_\_  
**Executive Director of the Housing Authority**



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# Endnotes

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- 1 See *Fall River Housing Joint Tenants Council, Inc. v. Fall River Housing Authority, et al.*, 15 Mass. App. Ct. 992, 448 N.E. 2d 70 (1983). The court found that an MOU between the tenant council and the housing authority was written in a way that made it an enforceable agreement or contract.
- 2 **Federal:** [24 C.F.R. 964.18\(a\)\(10\)](#) requires an MOU where housing authority has 250 or more units. See also [24 C.F.R. 964.150\(b\)\(3\)](#) which requires a written agreement between housing authority and tenants organization for funds for a federal public housing tenant organizations. **State:** [760 C.M.R. 6.09\(3\)](#).
- 3 **Federal:** [24 C.F.R. 964](#). **State:** [760 C.M.R. 6.09](#). See also EOHLC's [PHN 2024 -25](#), Tenant Participation Under 760 CMR 6.09.
- 4 [24 C.F.R. 964.18\(a\)\(8\)](#). This applies to housing authorities with 250 units or more of federally funded public housing.
- 5 [24 C.F.R. 964.18\(a\)\(8\)](#). This applies to housing authorities with 250 units or more of federally funded public housing.
- 6 **Federal:** [24 C.F.R. 903.13](#). **State:** [760 C.M.R. 4.00](#) and [760 C.M.R. 6.03](#) definitions of Resident Advisory Board and Umbrella Tenant Organization and [760 C.M.R. 6.09](#).
- 7 To see 2023 Boston Housing Authority's local tenant organization tenant participation policy, go to: [www.bostonhousing.org/BHA/media/Documents/CCECR/Resident-Participation-Policy-approved-Aug-2023.pdf](http://www.bostonhousing.org/BHA/media/Documents/CCECR/Resident-Participation-Policy-approved-Aug-2023.pdf).
- 8 It is important for a tenant group to set up a good accounting procedure because HUD regulations require tenant associations to account for the use of housing authority funds and allow the housing authority to inspect and audit the tenant association's financial records. [24 C.F.R. 964.150\(b\)\(3\)](#). EOHLC regulations require the LTO to submit a financial statement to the LHA each year showing all income and expenses in accordance with its budget. [760 C.M.R. 6.09\(3\)\(c\)](#).
- 9 **State:** The state provides \$25 per unit (occupied or available for occupancy by tenants represented by the tenant council) per year or a total of \$500 (prorated among all such LTOs), whichever is more, for residents' participation. See [760 C.M.R. 6.09\(3\)\(c\)](#) and [EOHLC's PHN 2024-25](#), Page 4, Part 2b (December 16, 2024).

**Federal:** Under federal regulations, a housing authority is required to request \$25 per occupied unit per year for tenant participation when it submits its operating budget request to HUD. [24 C.F.R. 964.150](#) permits housing authorities to fund \$25 per unit per year for units represented by duly elected resident councils for resident services, subject to the availability of appropriations. The amount that a housing authority must request can be found in Section 3, Part A, Line 11 of [HUD Form 52723](#), "Operating Fund Grant: Calculation of Total Program Expense Level" form, which is the form the housing authority uses to request its operating subsidy. If the total amount of operating subsidy that the housing authority requests is reduced because of insufficient funds from Congress, the tenant participation funds are pro-rated and reduced proportionately. A housing authority must use funding allocated for tenant participation for tenant participation. It is also required to negotiate an MOU with the tenant organization about how tenant participation funds are to be used. For more about how these funds can be used, see HUD's [PIH Notice 2001-3](#). For more information about tenant participation, see information produced by the National Housing Law Project in its Questions and Answers on Public Housing Resident Participation Fund, available at [www.NHLP.org](http://www.NHLP.org).

Note: [24 C.F.R. 905.200\(b\)\(7\)\(vi\)\(E\)](#) provides "Resident participation costs that promote more effective resident participation in the operation of the PHA in its Capital Fund activities, including costs for staff support, outreach, training, meeting and office space, childcare, transportation, and

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access to computers that are modest and reasonable.” [24 C.F.R. 905.200\(b\)\(8\)](#) also provides that a housing authority may use its Capital Grant Program money to fund “capital expenditures to facilitate programs to improve the empowerment and economic self-sufficiency of public housing residents.”

- 10 **State:** [760 CMR 6.09\(2\)\(d\)](#) and Guidance Related to Local Tenant Organizations (LTOs) and Tenant Participation Under 760 CMR 6.09, [PHN 2024-25](#)
- 11 **Federal:** [24 C.F.R. 964.135](#). Resident council members should be fully involved in all management operations, including modernization. See also [24 C.F.R. 964.105\(b\)](#). **State:** [760 C.M.R. 6.09\(3\)\(i\)](#) and [760 C.M.R. 11.02\(1\)\(c\)](#). A tenant organization must be given the opportunity to give input on a housing authority’s application for modernization funds and bidding documents.
- 12 [760 C.M.R. 6.09\(3\)](#) and [24 C.F.R. 964.18](#).
- 13 **Federal:** [24 C.F.R. 964.11](#). **State:** [760 C.M.R. 6.09\(1\)](#).
- 14 **Federal:** [24 C.F.R. 964.18\(a\)\(10\)](#) says that MOUs must be reviewed at least every 3 years. **State:** [760 C.M.R. 6.09\(3\)](#) says that MOUs must be reviewed every 5 years.
- 15 For more about negotiating, see [Getting to Yes](#), by Roger Fisher et al., Penguin Books, New York (2nd edition 1991). See pages 97-106 for how to negotiate with someone more powerful than yourself.
- 16 Under state law, [760 C.M.R. 6.09\(3\)](#) states that “[t]he LHA and each LTO shall negotiate an agreement in writing regarding LTO participation.” Under federal law, [24 C.F.R. 964.18\(a\)\(10\)](#), housing authorities with 250 units or more “shall put in writing in the form of a Memorandum of Understanding the elements of their partnership agreement....”
- 17 [24 C.F.R. 964.18\(b\)\(2\)](#).
- 18 See [Fall River Housing Joint Tenants Council, Inc. v. Fall River Housing Authority, et al.](#), 15 Mass. App. Ct. 992, 448 N.E. 2d 70 (1983). The Mass. Appeals Court found that a memorandum agreement between the tenant council and the housing authority was written in a way that made it an enforceable agreement or contract.
- 19 See [Fall River Housing Joint Tenants Council, Inc. v. Fall River Housing Authority, et al.](#), 15 Mass. App. Ct. 992, 448 N.E. 2d 70 (1983).