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## LANDLORD MANUAL

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**[WWW.HAGC.ORG](http://WWW.HAGC.ORG)**

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Dear Landlord:

The Housing Authority of Gloucester County invites you to explore new content on its website, ([www.HAGC.org](http://www.HAGC.org)) which now includes many valuable resources for landlords.

Further, the HAGC would like to highlight some important policies impacting landlords.

### **Prohibition on Over Payments**

Please be reminded that landlords who participate in the Section 8 Program are expressly prohibited by both HUD regulations and the Housing Assistance Payments Contract from charging and/or collecting more rent from their tenant than the amount stipulated in the HAP Contract. The Housing Authority of Gloucester County will strictly enforce this restriction and report such actions to the Office of Inspector General, HUD.

### **Contract Rent Increases**

HAGC has the responsibility to ensure that the amount of rent to an owner is reasonable such that a fair rent is paid for units selected for participation in the voucher program. After the initial term of the lease, an owner may request an increase in the contract rent. The owner must notify HAGC in writing of the requested increase at least 60 days prior to the expiration of the current contract. Requests received after the deadline will not be honored. Changes in rent are subject to HAGC's rent reasonableness requirements.

By accepting each monthly payment from HAGC, an owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units.

### **Abatement of Housing Assistance Payments**

Under certain circumstances, HAGC may abate the payment of Housing Assistance Payments. Abatement means the rental assistance is not paid to the landlord due to non-compliance with the Housing Assistance Payments (HAP) Contract. In accordance with your HAP Contract, the Authority has the right to abate all contracts with a particular landlord even if only one contract is not in compliance. The Authority will try to avoid doing this whenever possible. Contracts may be placed on

hold for reasons such as non-compliance of participants with programmatic regulations, missing paperwork and/or signatures of either the participant or the landlord.

Most abatements occur due to non-compliance with Housing Quality Standards resulting in a failed inspection. The repair letter mailed to the landlord clearly shows an abatement date. If repairs are not made by the specified abatement date, the abatement (non-payment of rental assistance) will begin with the very next month's assistance. For example, if the abatement date on the repair letter is February 22 and the repairs are not made by that date, the March 1 rental assistance will be abated. Upon notification of the repairs being completed and an inspection or alternative means of verification the repairs were made the abatement will cease.

The caseworkers mail the contracts to the landlords for signature with a specified deadline, which is prior to the effective date of the lease and HAP Contract. Many landlords have become very lax in returning the documents. It is crucial the properly signed paperwork be returned by the specified deadline. Otherwise landlords are at risk of abatement. For the convenience of the landlord, the Authority will provide a self-addressed envelope for easy return of the documents.

### **Providing Notice to HAGC**

In accordance with the HAP Contract, owners have an obligation to notify HAGC if a tenant vacates the unit. The HAP contract terminates automatically if the family moves from the contract unit. The HAP contract also terminates automatically if the lease is terminated by the owner or the tenant. Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract.

Owners also must give HAGC a copy of any owner eviction notice at the same time the owner notifies the tenant. Please supply HAGC all Notice to Cease and Notice to Quit at the time the tenant is provided the same notice.

### **Subsidy Standards and Unit Selection**

The family unit size as determined under HAGC's subsidy standard is used to determine the maximum rent subsidy for a family assisted in the voucher program. Families may select larger units than listed on their vouchers. However, at the time HAGC approves tenancy for initial occupancy of a dwelling unit, if the gross rent for the unit is greater than the payment standard for the family, the family share may not exceed 40% of the family's adjusted monthly income. Families may also select smaller units than listed on their voucher if the units selected have at least one bedroom or living/sleeping room for each two persons in the household.



**Small Area Fair Market Rents (SAFMR)**

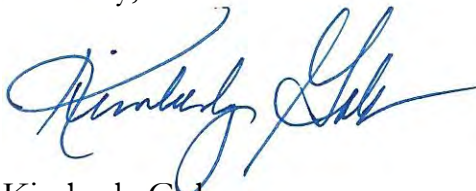
On April 1, 2018 HUD began requiring HAGC to use SAFMRs which are estimate of the typical rent for different unit sizes in a specific zip code. The SAFMR represents a change in the methodology used to calculate payment standards for families with vouchers. More information on the SAFMRs is available in the Landlord Packet at [www.hagc.org](http://www.hagc.org).

**Proof of Ownership**

To avoid any delays in payment or unit approvals, it is necessary for HAGC to obtain proper documentation for the approval of a new owner or a change in property ownership. All owner changes should be reported to HAGC in a timely manner to avoid delays. HAGC will require a copy of the completed Landlord Registration Form in accordance with N.J.A.C. 5:29-1.1.

It is necessary for HAGC to strictly enforce the above procedures in order to comply with Federal regulations and reporting requirements established by the U.S. Department of Housing and Urban Development. HAGC appreciates your continued participation in the voucher program.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kimberly Gober', with a stylized flourish at the end.

Kimberly Gober  
Executive Director



**HOUSING AUTHORITY OF GLOUCESTER COUNTY  
100 POP MOYLAN BLVD  
DEPTFORD, NEW JERSEY 08096**

**SECTION-8 BROCHURE FOR OWNERS**

**INTRODUCTION**

Thank you for your interest in becoming a landlord with the Housing Authority of Gloucester County's Section 8 Housing Choice Voucher (HCV) Program. Your participation in the program plays an important role in offering stable housing to members of the community. This Owner's manual will serve as a guide to HAGC's HCV program and includes key rules governing the program as well as the rights and obligations of the parties involved.

The Section 8 Housing Choice Voucher (HCV) Program is a federally funded program and is administered by the Housing Authority of Gloucester County. The Voucher Program provides housing assistance to eligible low-income families. The Voucher Program enables families to obtain decent, safe and sanitary housing by subsidizing a portion of each family's monthly rent and paying it directly and promptly to the property owner. Participants are able to find their own housing, including single-family homes, townhouses and apartments. The participant is free to choose any housing that meets the requirements of the program and is not limited to units located in subsidized housing projects.

Paperwork is minimal and the owner retains normal management rights and responsibilities including tenant selection, rent collection, property maintenance and lease termination.

The Housing Authority of Gloucester County has been operating the Section 8 tenant based assistance programs since 1986. Approximately 1,928 families are already receiving Section 8 tenant based assistance through the Voucher Program.

**WHO PARTICIPATES IN THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

The Section 8 Housing Choice Voucher Program assists low-income families. These include elderly, disabled and very low income families. The Authority selects families from its waiting list who meet income and other eligibility requirements. A participating family may choose to remain in its current unit or move to another unit.

**HOW IS RENTAL ASSISTANCE PROVIDED**

The Authority calculates the amount of assistance each family receives. The level of assistance is based on family size and income. The family share of rent is approximately 30 percent of its income toward rent. When a family finds a unit and signs a lease, the Authority signs a Housing Assistance Payments Contract with the owner. Each month the authority makes housing assistance payments directly to the owners. These payments are guaranteed monthly income to the owner as long as the family living in the units remain qualified and the unit meets program requirements.

**Housing Assistance Payment Contracts (HAP)**

The HAP contract represents a written agreement between the Authority and the owner of the dwelling unit occupied by an assisted family. The contract specifies the owner's responsibilities under the program, as well as the Authority's responsibilities. Under the HAP contract, the Authority agrees to make housing assistance payments to the owner on behalf of a specific family approved by the Authority to occupy a specific unit. The Authority will distribute the housing assistance payments, in accordance with the Housing Assistance Payments Contract, to the landlords. Housing assistance payments may only be paid to the owner during the lease term, and while the family is residing in the unit. In the event that the checks are

forwarded to the post office late because HUD is late in transferring the funds or for any other reasons beyond the control of the Authority, the Authority shall not be held responsible for late fees.

### WHAT ARE THE FAMILY'S RENT RESPONSIBILITIES

The family must pay all rent and utilities that are not covered by the housing assistance payment. Because the family is receiving assistance, the rent burden is reduced and the family should be able to pay its rent more easily and on time.

### LIMITATIONS ON RENT IN THE EXISTING HOUSING PROGRAMS

The owner must to charge a reasonable market rent for the unit based upon its size, location and amenities. Upon seeking the written approval of the Authority, The owner may adjust the rent annually. The Authority will ensure that the rent is reasonable. However, because each participant receives a fixed amount of assistance, the portion of the rent paid by the Authority will not necessarily increase with the rent. The family must decide how much rent it is willing and able to pay. There is a Payment Standard for each bedroom size for each zip code within the operating jurisdiction of the Authority. If the owner sets the rent over the Payment Standard, the tenant must pay that additional rent, in addition to their portion, which is about 30 percent of the tenant's monthly adjusted gross income. Tenants moving into a new unit cannot pay more than 40 percent of adjusted income towards the rent. As an owner, you may wish to discuss the rent with a prospective tenant to make sure it is within the family budget.

### OWNER PARTICIPATION

Once you have made the decision to participate as a landlord/owner in the HCV program, you will be asked to complete the following steps:

#### **1. Complete Request for Tenancy Approval and Provide Copy of Proposed Lease Agreement to Authority.**

When a family finds a suitable unit and the owner is willing to lease the unit under the HCV program, the family will submit to the Authority a completed Request for Tenancy Approval, which is HUD form. The owner will also submit a copy of the proposed lease Agreement, including the HUD prescribed tenancy addendum. A sample Request for Tenancy Approval is available in the Owner's Manual.

- 1) The Request for Tenancy Approval- This form should be completed and provided to the Authority with information about the proposed unit. (The Authority gives the Request for Tenancy Approval form to the family.) The Request for Tenancy Approval Form includes the following: Distribution of utilities and appliances; Certification that the rent charged for the Voucher Program tenant is not more than the rent charged for unassisted units; Certification that the owner is not a prohibited relative of any family member; Lead-based paint disclosure; Notice that the Authority has not screened the family for behavior and suitability for tenancy. The Authority will review the Request for Tenancy Approval to ensure that the rent is reasonable and affordable to the family.
- 2) A written lease is required. The Authority provides owners with a standard lease which conforms with the program requirements, as well as State and local tenant-landlord laws. Owners who choose to use their own lease form must submit it to the Authority for review and approval. All owners must agree to use a Tenancy Addendum form provided by HUD. The Tenancy Addendum sets forth tenancy requirements for the program. The tenant has the right to enforce the Tenancy Addendum against the owner and the Addendum shall prevail over any other provisions of the lease. If an owner uses a standard lease form for unassisted tenancies on the premises, the lease for the assisted tenancy must be the same standard form.

Please note the unit to be leased must be eligible for assistance under the HCV Program. Ineligible housing includes: Public Housing, Indian Housing, Section 8 Project-based unit, Nursing homes, Care homes, Medical Facilities, College & School dormitories, Units on grounds of public/private institutions (Penal, reformatory, medical) and Owner occupied units.

## **2. New Owners must Provide Proof of Ownership**

In addition to the owner's certification on the Housing Assistance Payments Contract, it is the policy of the Authority to verify ownership of the assisted unit. A landlord who wishes to participate in the Program must provide proof of ownership of the property rented under the program; e.g., tax bill and provide all completed new owner forms. A landlord currently participating in the Program must provide current proof of ownership, when requested. A landlord must provide a Tax ID number for the property under contract upon entering the program and/or when requested and complete a W-9. A landlord must also provide the Authority a copy of the Landlord Registration Form in accordance with the Landlord Identity Law, *NJSA 46:8-27 et seq.* and *NJAC 5:29-1.1*

## **3. Owners Will be Screened for Eligibility to Participate and Either Approved or Disapproved.**

For the purposes of owner approval or disapproval, the term owner includes a principal or other interested party. If an owner is not approved for participation in the HCV or for the particular unit, the owner will be notified by the Authority in writing. The owner The Authority must not approve an assisted tenancy if the owner is a parent, child, grandparent, grandchild, sister or brother of an- member of the family unless approving the unit would provide a reasonable accommodation for a family member with disabilities. The Authority will also disapprove of owners for the following reasons:

- The Authority is required to deny approval by state law;
- The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending;
- A court or administrative agency has determined that the owner violated the Fair Housing Act;
- For all new admissions and moves after June 17, 1998, if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless approving the unit would provide reasonable accommodation for a family member with disabilities;
- The Authority has been notified that the owner is debarred, suspended, or subject to a limited denial of participation under 2 CFR part 2424 (Non-procurement Debarment and Suspension);

Further, in the following circumstances, the Authority may deny approval of an assisted tenancy of the following reasons:

- The owner is not willing to make the necessary repairs for the unit to conform to Housing Quality Standards or the owner will not permit the Authority's staff to perform a Housing Quality Standards Inspection.
- The owner has a history or practice of noncompliance with Housing Quality Standards for tenant-based programs, or housing standards for project-based assistance under any Federal housing program, including a failure to make timely utility payments
- The owner has committed fraud, bribery, or any other corrupt or criminal act involving any Federal housing program.
- The owner has engaged in drug trafficking.
- The owner has a history or practice of renting units that fail State or local housing codes.
- The owner has not paid State or local real estate taxes, fines, or assessments.

- The owner has refused (or has a history of refusing) to evict families for drug-related or violent criminal activity or for activity that threatens the health, safety, or right of peaceful enjoyment of the premises by tenants, employees of the owner, or neighbors.
- The owner has engaged in any drug related or violent criminal activity
- The owner has violated obligations under the Section 8 HAP contract
- The owner has a history or practice of harassing or threatening tenants or the Authority's staff

#### **4. Requested Rent Amount is Reviewed by HAGC**

As stated in the above Section "Limitations on Rent", HUD requires rents to be reasonable and affordable to participants in the HCV program. To determine rent reasonableness the Authority will compare the rent for the voucher unit to rents for similar unassisted units in the marketplace and the rent to similar units on the premises. Further, if the owner sets the rent over the Payment Standard, the tenant must pay that additional rent, in addition to their portion, which is about 30 percent of the tenant's monthly adjusted gross income. Tenants moving into a new unit cannot pay more than 40 percent of adjusted income towards the rent.

The Lease may not require the family members to pay charges for meal and supportive services, and non-payment of such charges is not grounds for termination of tenancy. The owner may not charge the tenant extra amount for items customarily include in the in the locality or provided at no additional cost to unsubsidized tenants in the premises. The owner and the family will negotiate the rent to owner and the Authority may assist in the negotiations at the request of the family.

#### **5. Unit Must Pass a Housing Quality Standards Inspection**

HAGC's Inspector will conduct an inspection to ensure the unit meets the Housing Quality Standards. Owners will be notified if the unit passes or fails inspection and will be provided with a list of items to be corrected and a reasonable an opportunity to cure deficiencies.

#### **6. Housing Assistance Payments Contract is executed with HAGC.**

The HAP contract represents a written agreement between the Authority and the owner of the dwelling unit occupied by an assisted family. The Authority will use its best efforts to execute the HAP contact before the beginning of the lease term. The HAP contract must be executed no later than 60 calendar days from the beginning of the lease term. If the HAP contact is executed during the period of 60 calendar days from the beginning of the lease term, the Authority will make Housing Assistance Payments after the execution of the HAP contact to cover the portion of the lease term before the HAP was executed (maximum of 60 days). The term of the HAP contract begins on the first day of the term of the lease and end on the last day of the term of the lease. The HAP contract terminated if the lease terminates. Please refer to the above section on HAP Contracts for information. A sample HAP Contact is also available in the Owner's Manual.

## TENANT SELECTION AND LEASING YOUR UNIT

### LANDLORD OBLIGATIONS

The role of the landlord in the Voucher Program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The dwelling unit must pass the program's Housing Quality Standards and be maintained up to those standards as long as the owner receives housing assistance payments. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the HAP contract signed with the Authority.

### SCREENING AND SELECTING TENANTS

As an owner, you are responsible for using your normal tenant selection procedures to screen and select prospective tenants. The Authority will certify that the family is eligible for the HCV program and will provide the owner with the family's last known address, current landlord, and prior landlord, if known.

The Authority does not screen applicants for family behavior or suitability for tenancy and has no liability or responsibility to the owner for the family's behavior or suitability for tenancy.

### SECURITY DEPOSIT

Under the Housing Choice Voucher Program, owners are allowed to charge a full month's rent for the security deposit. The Authority may prohibit security deposits in excess of the private market practice and in excess of amounts charged by the owner to unassisted tenants.

### HOUSING CONDITION

Before the beginning of the initial term of the lease for a unit, the Authority must have completed an inspection of the unit and determined that the unit satisfies the health, safety, security and occupancy standards of the program. These standards are known as "Housing Quality Standards". If any deficiencies are noted during the inspection, the owner must complete repairs and obtain a Certificate of Occupancy from the local municipality. Owners must also comply with local landlord licensing ordinances.

### ANNUAL REDETERMINATIONS AND UNIT INSPECTIONS

Annually, the Authority must review the family's income and family composition to determine the portion of rent paid by the family and the portion paid by the Authority.

The Authority shall require that all assisted units be maintained in accordance with Housing Quality Standards, as established by HUD. Biennial inspections, and inspections prior to commencing housing assistance payments contracts for units with landlords, are performed in accordance with the HQS performance requirements and acceptability criteria. The Authority will notify the owner and the family of the HQS determination. Failed items must be verified as corrected before the beginning of the initial lease term and prior to the HAP contract execution.

#### Special Inspections

Special inspections also may be performed at the request of the owner, family or as determined by the Authority.

#### Repairs

Owners shall be given a reasonable amount of time to make repairs to units, in accordance with Federal rules and regulations. The Authority may grant extensions of time to make repairs upon the request of the

owner. All life-threatening HQS deficiencies must be corrected within 24 hours from the inspections. Non-life threatening HQS deficiencies must be corrected within 30 days from the date of the inspection. If the violations are not corrected by the deadline date, the Authority may suspend payment or terminate the HAP Contract. These procedures place ultimate responsibility for the correction of any HQS violation found during an inspection with the owner.. The Authority may terminate assistance to a family because of HQS breach caused by the family. It is the owner's responsibility to notify the Authority when repairs have been made. Upon doing so, the Authority will schedule an inspection of said repairs to determine if the unit meets the HQS.

#### Abatement of Housing Assistance Payments

When a unit fails to meet the HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, 24 hours or 30 days, the housing assistance payment will be abated (not paid). For tenant caused deficiencies, the owner will not be held accountable and the housing assistance payment will not be abated. The owner will not be penalized for delays in inspections of the repairs as long as they have notified the Authority that the repairs had been made. The Authority may ask the owner to provide documentation to support that the repairs have been made.

### TERMINATION OF THE LEASE/EVICTIONS

An owner may terminate the lease (and evict the family, if necessary) if the family violates the lease, applicable federal, state or local laws, or for other good cause. (The Housing Assistance Payments Contract limits terminations for other good cause during the first year of the term of the lease.) The owner and the family can mutually decide to terminate the lease at any time. If an owner decides to begin eviction proceedings against a family, standard procedures required by State and local law must be followed. Owners must give written notice to the family stating the grounds for the proposed eviction. Owners must also provide a copy of the written notice to the Tenant Processing Center of the Housing Authority of Gloucester County.

### FAMILY INELIGIBILITY OR VOLUNTARY TERMINATION

If the family becomes ineligible for assistance, the Authority must terminate the Housing Assistance Payments Contract. However, owners may continue to lease to families without receiving assistance payments from the Authority (that is, the families would pay the entire rent). If a family decides to move from the unit and the owner wishes to continue participating in the program, the owner may contact the Authority and ask the Tenant Processing Center to refer prospective tenants to you.

### SALE OF PROPERTY

The owner must contact the Authority prior to the sale of any units under a Housing Assistance Payments Contract. The Housing Assistance Payments Contract terminates upon the sale; however, the Authority may transfer the contract to the new owner, if approved by the Authority to provide uninterrupted rental assistance payments. Termination of the Housing Assistance Payments Contract upon the sale of a property does not terminate the right to continued occupancy by an otherwise qualified tenant in accordance with N.J. Statutes.

The Housing Assistance Payments Contract cannot be assigned to a new owner without the prior written consent of the Authority. An owner under a Housing Assistance Payments contract must notify the Authority in writing prior to a change in the legal ownership of the unit. The owner must supply all information as requested by the Authority and be qualified to be an owner. Prior to approval of assignment to a new owner, the new owner must agree to be bound by and comply with the HAP contract. The agreement between the new owner and the former owner must be in writing and in a form that the Authority finds acceptable.

## REIMBURSEMENT FOR UNPAID RENT AND DAMAGES

When a rental assisted family vacates the unit, the owner may retain the Housing Assistance payment for the month in which the family moves. Owners must notify the Authority immediately when a family moves or otherwise vacates a unit so that no further regular subsidy payments are made.

The owner may use the security deposit as reimbursement for any unpaid rent or damages caused by the family. The owner must provide the family with a written list of all items and amounts charged against the security deposit. After deducting any amounts owed, the unused balance must be promptly refunded to the family. If the security deposit collected is insufficient to cover the claim, the owner must deal directly with the family to collect the reimbursement. State and local law govern the rights and responsibilities of owners and tenants regarding security deposits.

## FAIR HOUSING LAW

Legislation contained in the Civil Rights Act of 1998, Title VIII, as amended, is commonly referred to as the Fair Housing Act. This law established a national policy of provide fair housing throughout the United States. The Fair Housing Act prohibits discrimination in housing because of: Race; Color; National Origin; Religion; Sex; Disability and Family Status (the presence of children). In the Sale and Rental of housing, no one may discriminate against families based on the above categories by taking the following actions: Refusal to rent or sell housing; Refusing to negotiate housing; Making housing unavailable; Deny a dwelling; Setting different terms, conditions or privileges for sale or rental of a dwelling. Fair housing is a right afforded all persons seeking housing, whether they are HCV participants or private market renters. Owners and landlords are obligated to comply with the law that guarantees this right.

**This information is intended to provide owners with an overview of how the Section 8 Housing Choice Voucher Program operates. Owners should read in detail the Housing Assistance Payments Contract and Tenancy Addendum before signing an agreement on behalf of an assisted family. For more information please contact:**

**HOUSING AUTHORITY OF GLOUCESTER COUNTY  
TENANT PROCESSING CENTER  
100 POP MOYLAN BLVD  
DEPTFORD, NEW JERSEY 08096**



TOPIC	HOUSING CHOICE RENTAL VOUCHERS
SUBSIDY	The PHA first calculates the maximum subsidy and what the tenant pays varies with the actual gross rent.
RENT REASONABLENESS	The PHA <u>must</u> inform the family if the rent is unreasonable compared to rents of similar units; <u>must</u> assist in rent negotiations if the family requests and may reject an unreasonable rent.
PAYMENT STANDARDS	The PHA determines the Payment Standard, which is used to calculate the family's subsidy. The Payment Standard may be between 90-110% of the FMR.
FAMILY SHARE	The portion of rent and utilities paid by the family. The family share is calculated by subtracting the amount of housing assistance payment from the gross rent.
RENT INCREASES	The owner must notify the PHA (in writing) of an increase in rent at least 60 days before the change is to be effective. Please see above section on Rent Increases.
PORTABILITY	Vouchers have national portability.
SECURITY DEPOSIT	Owners are allowed to charge a full month's rent. Housing Authority prohibits amounts in excess of private market practice or in excess of amounts charged by owner to unassisted tenants.
DAMAGES/UNPAID RENT*	Owner may collect balance not covered by security deposit from family only. HAGC is not responsible to pay owners for damages or unpaid tenant portion of rent.



**The Housing Authority of Gloucester County**  
**Tenant Processing Center**  
**100 Pop Moylan Boulevard**  
**Deptford, NJ 08096**  
**Phone:(856) 853-1190      Fax:(856) 251-6671**

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## **HOUSING PROGRAMS ADMINISTERED/MANAGED BY HAGC**

### **1. Section 8 Housing Choice Voucher Program - Tenant Based Assistance**

#### **WAITING LIST CURRENTLY CLOSED**

The Authority administers tenant based rental assistance in the Section 8 Housing Choice Voucher Program. The tenant generally pays 30% of their adjusted income towards rent and utilities and the Authority pays the rental assistance directly to third party landlords on behalf of the assisted tenants. The assisted dwelling units are subject to inspections in accordance with Housing Quality Standards promulgated by the U.S. Department of HUD.

#### **Mainstream Preference**

In order to obtain a mainstream preference for the Housing Choice Voucher Program, eligible applications must be a non-elderly persons with a disability who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless or at risk of becoming homeless.

A non-elderly person with disabilities is a person 18 years of age or older and less than 62 years of age, and who:

- (i) Has a disability, as defined in 42 U.S.C. 423;
- (ii) Is determined, pursuant to HUD Regulations, to have a physical or mental, or emotional impairment that:
  - a. Is expected to be of long continued and definite duration;
  - b. Substantially impeded his or her ability to live independently, and
  - c. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- (iii) Has a developmental disability as defined in 42 U.S.C. 6001

The eligible household member does not need to be the head of household. The Authority requires applications submit a certification of eligibility to be entitled to this preference.

#### **Section 8 Veterans Only**

#### **WAITING LIST OPENED FOR VETERANS ONLY**

The Authority administers Housing Choice Vouchers for veterans that possess a valid DD214 and a discharge other than “dishonorable.”

## **2. Section 8 Moderate Housing Rehabilitation Program - Unit Based Assistance**

### **WAITING LIST CURRENTLY CLOSED**

The Authority maintains contracts with landlords totaling 15 units in the Moderate Rehabilitation Program. The tenant generally pays 30% of adjusted income towards rent and utilities and the Authority pays the balance of contract rent directly to the property owner. The Housing Subsidy under the Section 8 Mod Rehab program remains with the unit. If the family moves, they lose their housing subsidy.

## **3. Section 8 Project-Based Voucher Program-Unit Based Assistance**

The Authority administers 19 Project-Based Vouchers for veterans at Camp Salute located in Clayton, New Jersey. Tenancy eligibility is based on criteria determined by Camp Salute Management. Eligible veterans will receive on-site services provided by the People for People Foundation.

## **4. HUD-Veterans Affairs Supportive Housing (VASH)- Tenant Based Assistance**

The Authority administers 24 HUD-VASH vouchers for homeless veterans referred from the Corporal Michael J. Crescenz VA Medical Center in Philadelphia, PA.

## **5. HOME Funds Program-Tenant Based Assistance**

The Authority administers the HOME Funds program which is a tenant based rental assistance program funded by the Department of Public Works, Planning Division/HOME Investment Partnership Program (HOME). Applicants are referred by the Gloucester County Division of Social Services.

## **6. Public Housing – Unit Based Assistance (Family/Elderly)**

### **WAITING LIST CURRENTLY CLOSED**

The Authority owns and operates 62 scattered-site single-family houses, located in Deptford Township, West Deptford Township, Monroe Township and Washington Township for certified eligible very low-income families. These dwellings consist of 2, 3- and 4-bedroom homes. Applicants may express a desire to live in a specific community. Families pay 30% of their adjusted income, minus an allowance for tenant supplied utilities.

## **7. Public Housing - Unit Based Assistance (Preference for Elderly or Near Elderly Disabled)**

The Housing Authority owns and operates two (2) one-bedroom apartment buildings with an occupancy preference for the Elderly (age 62 or older) or the Near-Elderly Disabled (age 50 or older and disabled). Tenants generally pay 30% of their adjusted monthly income toward rent and utilities. The apartment buildings are as follows:

**Carino Park Apartments** - 100 Chestnut Street, Williamstown, NJ

100 one-bedroom units; including 15 units with modifications for physical disabilities.

**Deptford Park Apartments** - 120 Pop Moylan Boulevard, Deptford, NJ

100 one-bedroom units; including 10 units with modifications for physical disabilities.

## **8. Authority Owned/Operated Affordable Housing Programs**

**Nancy J. Elkins Seniors Housing Program (Elderly)** -100 Pop Moylan Boulevard, Deptford, NJ

80 one-bedroom units, including 5 units modified for physical disabilities, are located in this Low-Income Housing Tax Credit property. Admissions are limited to household whose head or spouse is 55 years of age or older. Affordable flat rents for elderly households, whose incomes do not exceed 60% of the median, as determined by HUD for Gloucester County. Applicants who do not possess a Housing Choice Voucher must have a minimum income of \$25,260.

**Shepherd's Farm Senior Housing (Elderly)** 981 Grove Road, West Deptford, NJ

75 one-bedroom units, including 4 units modified for physical disabilities are located in this Section 202 PRAC building. Admissions are limited to household whose head or spouse is 62 years of age or older. Tenants pay 30% of their adjusted income for rent, minus a utility allowance.

**Colonial Park Apartments – Section 8 New Construction - Unit Based Assistance (Elderly Only)**

401 South Evergreen Avenue, Woodbury, NJ is a Section 8 “New Construction” and Low-Income Housing Tax Credit Program for elderly families, where the Head of Household or spouse are 62 years of age or older, whose incomes do not exceed 60% of the area median income. The building contains 200, one-bedroom apartments, of which 20 are modified for physically disabled person(s). Tenants pay 30% of their adjusted monthly income towards rent and utilities.

**9. Family Self Sufficiency Program**

The Authority operates a **Family Self Sufficiency** (FSS) Program to assist Public Housing Residents and Housing Choice Voucher Participants increase their earned income and reduce dependency on the rental subsidy. Families who work closely with the FSS coordinator in developing the family's individual training and service plan with specific short term and long-term goals. The FSS Coordinator meets individually with each family to review progress under the goals and connect the families with resources to move towards successful goal completion. Families are offered credit and budget counseling, career and educational counseling and community-based services specially tailored to their unique goals.

**10. Homeownership Program**

Participants of the Public Housing Program and the Housing Choice Voucher Program may be eligible to participate in the Authority's homeownership program. These participants undergo extensive mentoring and monitoring to ensure they are prepared for homeownership through credit counseling and budget management courses.

**11. ROSS Program.**

The Authority operates a **Resident Opportunities and Self-Sufficiency** (ROSS) program which provides supportive services to Public Housing participants to remain living independent and age in place rather than require institutionalized placement. The ROSS Program also provides financial literacy training, food and nutrition services, referral of health care services, mental health services and wellness programs. The ROSS program also has the objective promoting job training and mentoring programs for disabled and elderly persons through employment and career counseling and economic self-sufficiency training.

**12. Congregate Services Program for Senior Residents**

The Authority operates a Congregate Services program for the elderly, funded through the New Jersey Department of Community Affairs, the Authority, and the tenant receiving services. Congregate provides daily meals, housekeeping, laundry, and shopping services for eligible residents.

## **MANAGEMENT EXPERIENCE**

### **The Housing Authority of the Borough of Glassboro**

181 Delsea Manor Drive, Glassboro, NJ 08028

The Housing Authority of Gloucester County serves as the managing agent for the Housing Authority of the Borough of Glassboro (GHA). GHA contains the following programs:

#### **1. Section 8 Housing Choice Vouchers**

**WAITING LIST CURRENTLY CLOSED**

#### **2. Project Based Voucher Converted through Rental Assistance Demonstration (RAD)**

**WAITING LIST CURRENTLY OPEN**

The Glassboro Housing Authority currently owns and operates three (3) developments designed for elderly or disabled persons. The developments contain efficiency, one, and two-bedroom apartments. Tenants pay 30% of their adjusted monthly income towards rent and utilities.

## **ELIGIBILITY FOR LOCAL PREFERENCE**

A local preference will be given to Housing Choice Voucher and Public Housing applicants whose head, co-head, or spouse are residents or, working in, or hired to work in the operating jurisdiction of the authority. An applicant who is a resident of or works in the operating jurisdiction of the Authority on the day their application is received by the Authority will be eligible for the local preference. If the applicant does not live or work in the operating jurisdiction of the Authority at the time of eligibility determination, they retain the local preference effective the date the application was received by the Authority. An applicant who is homeless will receive a local preference if they can document to the satisfaction of the Authority that they lived or worked in the operating jurisdiction immediately prior to becoming homeless. Applicants who have been notified that they are hired to work in a residency preference area are treated as residents of the residency preference area. An applicant, who lives and works outside the operating jurisdiction of the Authority on the day their application is received, will be entitled to the local preference if they notify the Authority in writing they moved into or began working in the operating jurisdiction of the Authority. The applicant must, at the time of eligibility determination, live or work within the operating jurisdiction of the Authority.

## **PARTICIPATING COMMUNITIES**

Participating Communities of the Authority include: Clayton, Glassboro, Deptford Township, East Greenwich, Elk Township, Greenwich Township, Harrison Township, Logan Township, Mantua Township, Monroe Township, National Park, Paulsboro, Swedesboro, Washington Township, West Deptford Township, Westville, Woodbury, Woodbury Heights, Woolwich Township and Franklin Township.

Visit our website at [www.hagc.org](http://www.hagc.org) for more information.



**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

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# **A Good Place to Live!**

## Introduction

Having a good place to live is important. Through your Public Housing Agency (or PHA) the Section 8 Certificate Program and the Housing Voucher Program help you to rent a good place. You are free to choose any house or apartment you like, as long as it meets certain requirements for quality. Under the Section 8 Certificate Program, the housing cannot cost more than the Fair Market Rent. However, under the Housing Voucher Program, a family may choose to rent an expensive house or apartment and pay the extra amount. Your PHA will give you other information about both programs and the way your part of the rent is determined.

## Housing Quality Standards

Housing quality standards help to insure that your home will be safe, healthy, and comfortable. In the Section 8 Certificate Program and the Housing Voucher Program there are two kinds of housing quality standards.

Things that a home must have in order approved by the PHA, and

Additional things that you should think about for the special needs of your own family. These are items that you can decide.

## The Section 8 Certificate Program and Housing Voucher Program

The Section 8 Certificate Program and Housing Voucher Program allow you to *choose* a house or apartment that you like. It may be where you are living now or somewhere else. The *must have* standards are very basic items that every apartment must have. But a home that has all of the *must have* standards may still not have everything you need or would like. With the help of Section 8 Certificate Program or Housing Voucher Program, you *should* be able to afford a good home, so you should think about what you would like your home to have. You may want a big kitchen or a lot of windows or a first floor apartment. Worn wallpaper or paint may bother you. Think of these things as you are looking for a home. Please take the time to read A Good Place to Live. If you would like to stay in your present home, use this booklet to see if your home meets the housing quality standards. If you want to move, use it each time you go to look for a new house or apartment, and good luck in finding your good place to live.

Read each section carefully. After you find a place to live, you can start the *Request for Lease Approval* process. You may find a place you like that has some problems with it. Check with your PHA about what to do, since it may be possible to correct the problems.

## The Requirements

Every house or apartment must have at least a living room, kitchen, and bathroom. A one-room efficiency apartment with a kitchen area is all right. However, there must be a separate bathroom for the private use of your family. Generally there must be one living/sleeping room for every two family members.

# 1. Living Room

**The Living Room must have:**

## **Ceiling**

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

## **Walls**

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

## **Electricity**

At least two electric outlets, or one outlet and one permanent overhead light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

## **Floor**

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

## **Window**

At least one window. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

## **Lock**

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

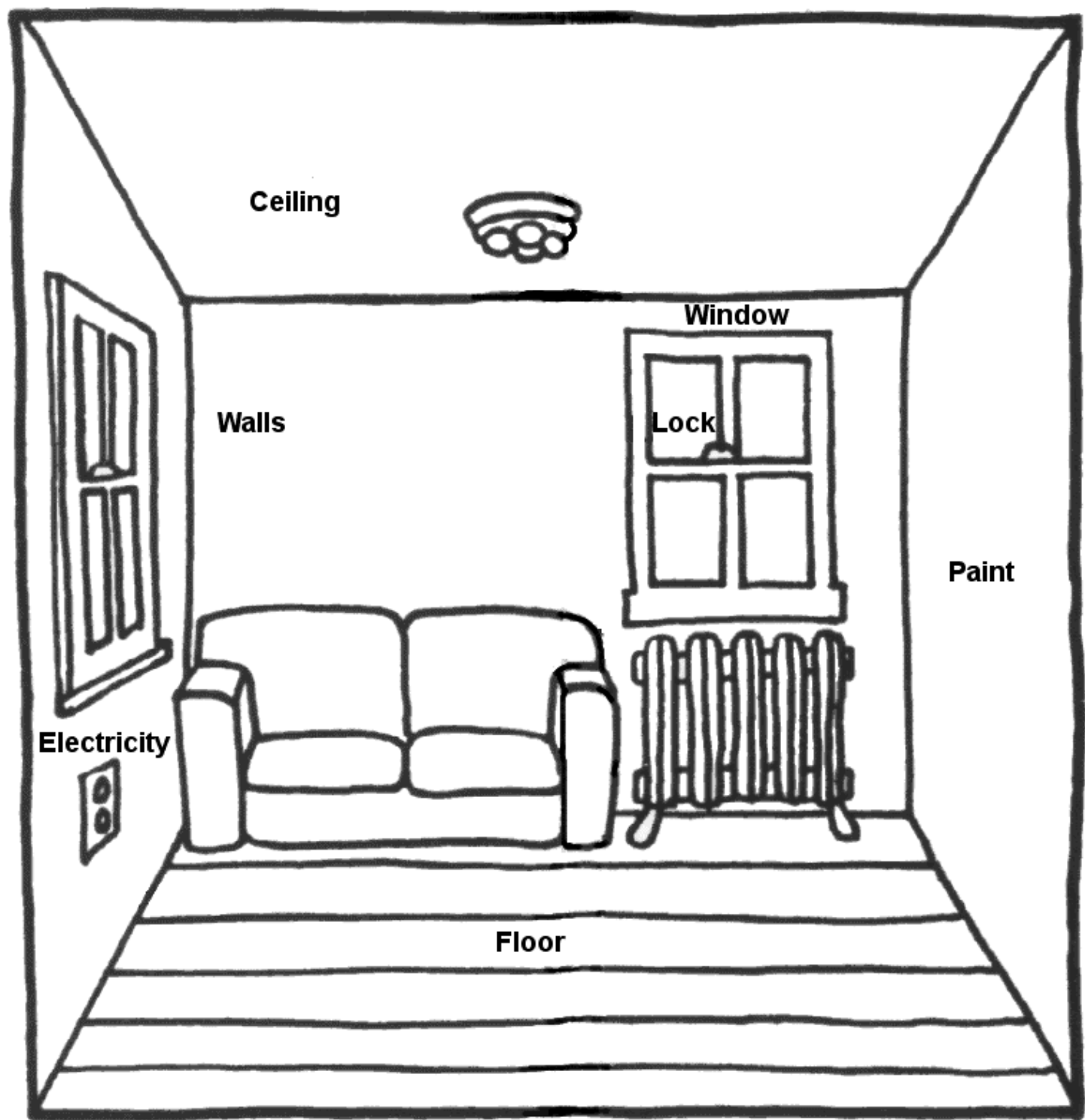


## **Paint**

- No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

### **You should also think about:**

- The types of locks on windows and doors
  - Are they safe and secure?
  - Have windows that you might like to open been nailed shut?
- The condition of the windows.
  - Are there small cracks in the panes?
- The amount of weatherization around doors and windows.
  - Are there storm windows?
  - Is there weather stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
  - Are they worn, faded, or dirty?
- The condition of the floor.
  - Is it scratched and worn?



# 2. Kitchen

**The Kitchen must have:**

## **Ceiling**

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

## **Storage**

Some space to store food.

## **Electricity**

At least one electric outlet and one permanent light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cards; they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

## **Stove and Oven**

A stove (or range) and oven that works (This can be supplied by the tenant)

## **Floor**

A floor that is in good condition.

Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

## **Preparation Area**

Some space to prepare food.

## **Paint**

No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

## **Window**

If there is a window, it must be in good condition.

## **Lock**

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground. A window that cannot be opened is acceptable.

**Walls**

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

**Serving Area**

Some space to serve food.

- A separate dining room or dining area in the living room is all right.

**Refrigerator**

A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

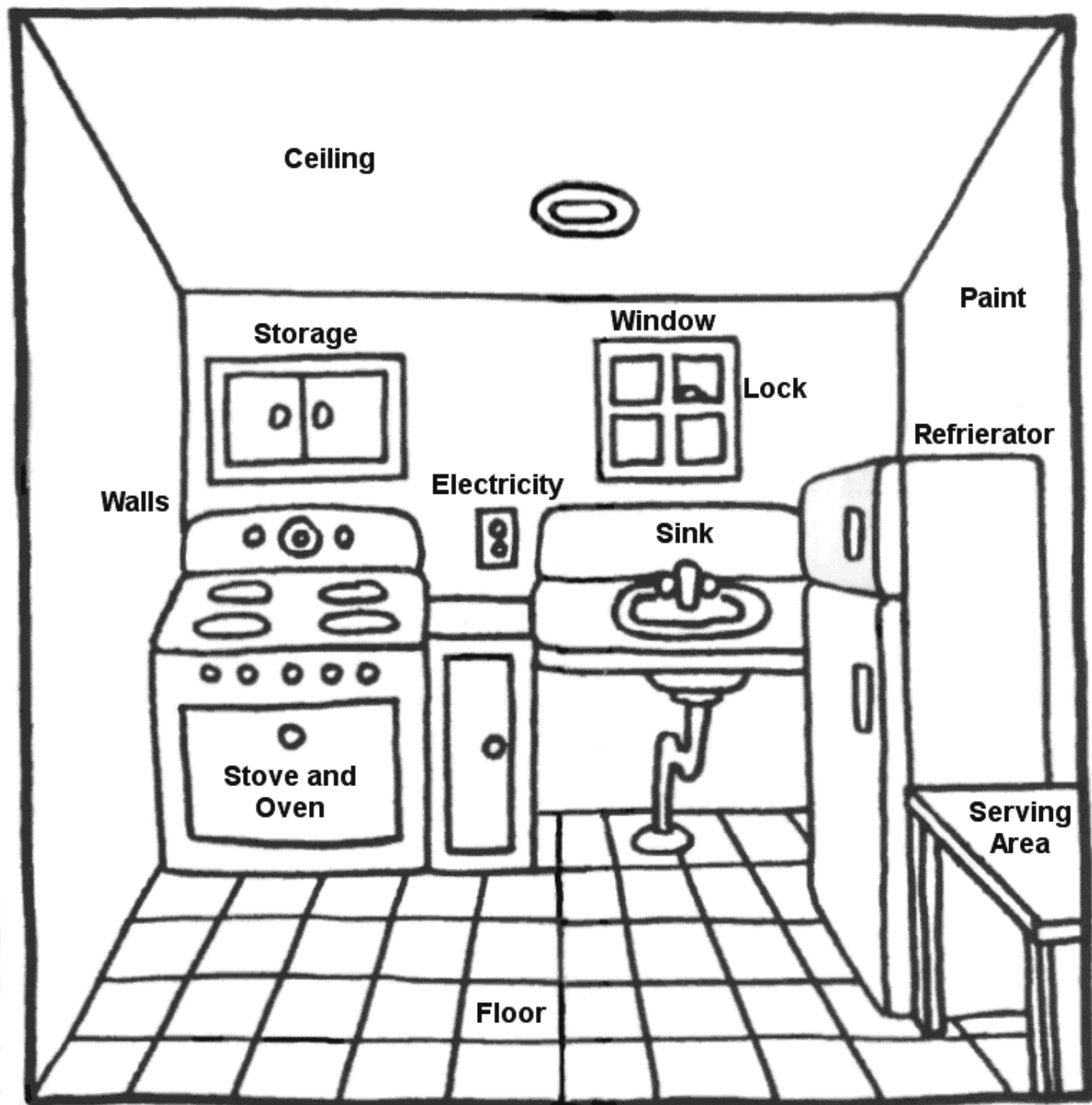
**Sink**

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

**You should also think about:**

- The size of the kitchen.
- The amount, location, and condition of space to store, prepare, and serve food. Is it adequate for the size of your family?
- The size, condition, and location of the refrigerator. Is it adequate for the size of your family?
- The size, condition, and location of your sink.
- Other appliances you would like provided.
- Extra outlets.



# 3. Bathroom

**The Bathroom must have:**

## **Ceiling**

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

## **Window**

A window that opens or a working exhaust fan.

## **Lock**

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

## **Toilet**

A flush toilet that works.

## **Tub or Shower**

A tub or shower with hot and cold running water.

## **Floor**

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

## **Paint**

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

## **Walls**

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface such as plaster.

**Electricity**

At least one permanent overhead or wall light fixture.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

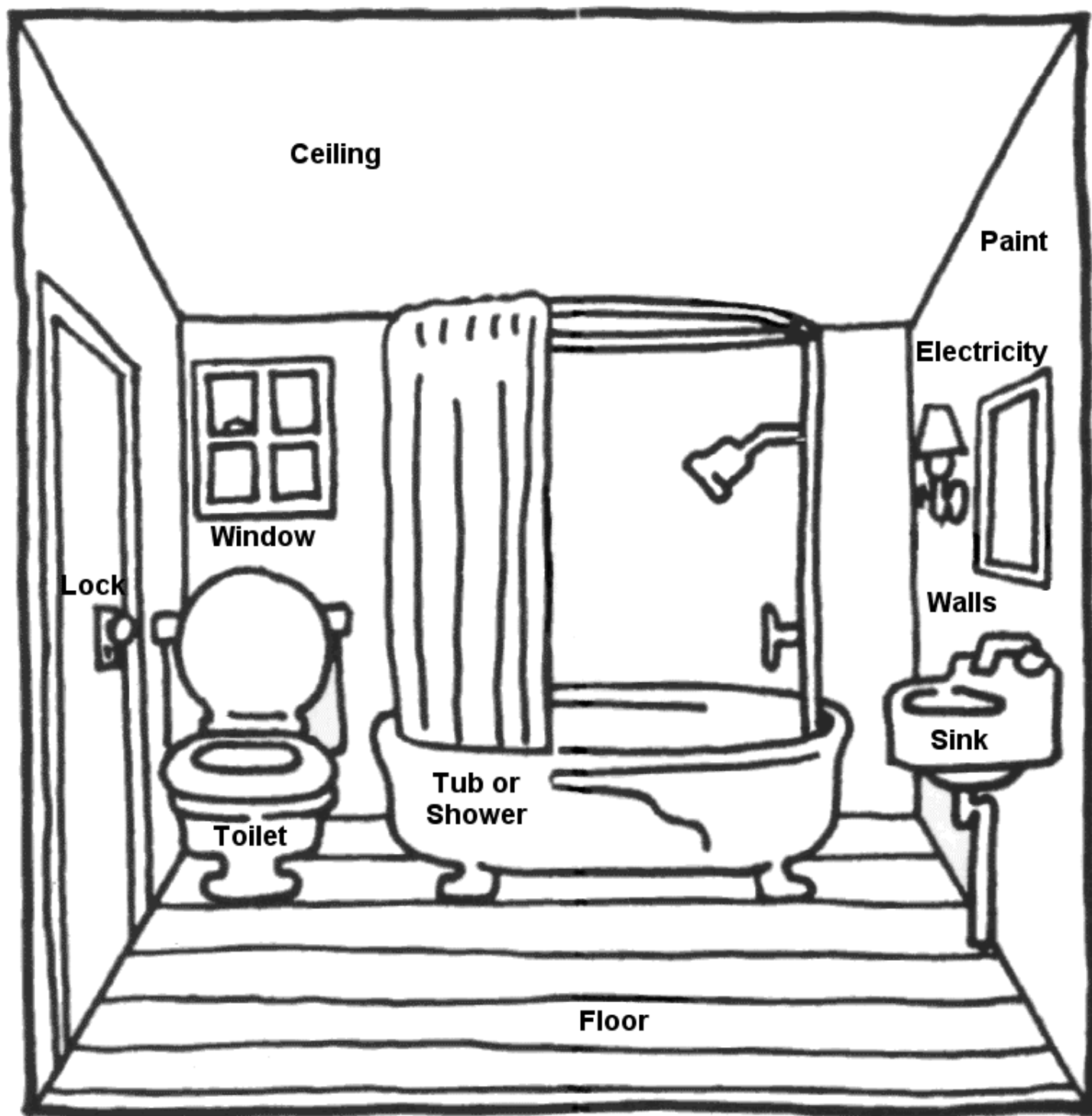
**Sink**

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

**You should also think about:**

- The size of the bathroom and the amount of privacy.
- The appearances of the toilet, sink, and shower or tub.
- The appearance of the grout and seal along the floor and where the tub meets the wall.
- The appearance of the floor and walls.
- The size of the hot water heater.
- A cabinet with a mirror.





# 4. Other Rooms

**Other rooms that are lived in include:** bedrooms, dens, halls, and finished basements or enclosed, heated porches. The requirements for other rooms that are lived in are similar to the requirements for the living room as explained below.

**Other Rooms Used for Living must have:**

## **Ceiling**

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster,

## **Walls**

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

## **Paint**

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

## **Electricity in Bedrooms**

Same requirement as for living room.

In All Other Rooms Used for Living: There is no specific standard for electricity, but there must be either natural illumination (a window) or an electric light fixture or outlet.

## **Floor**

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

## **Lock**

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

## **Window**

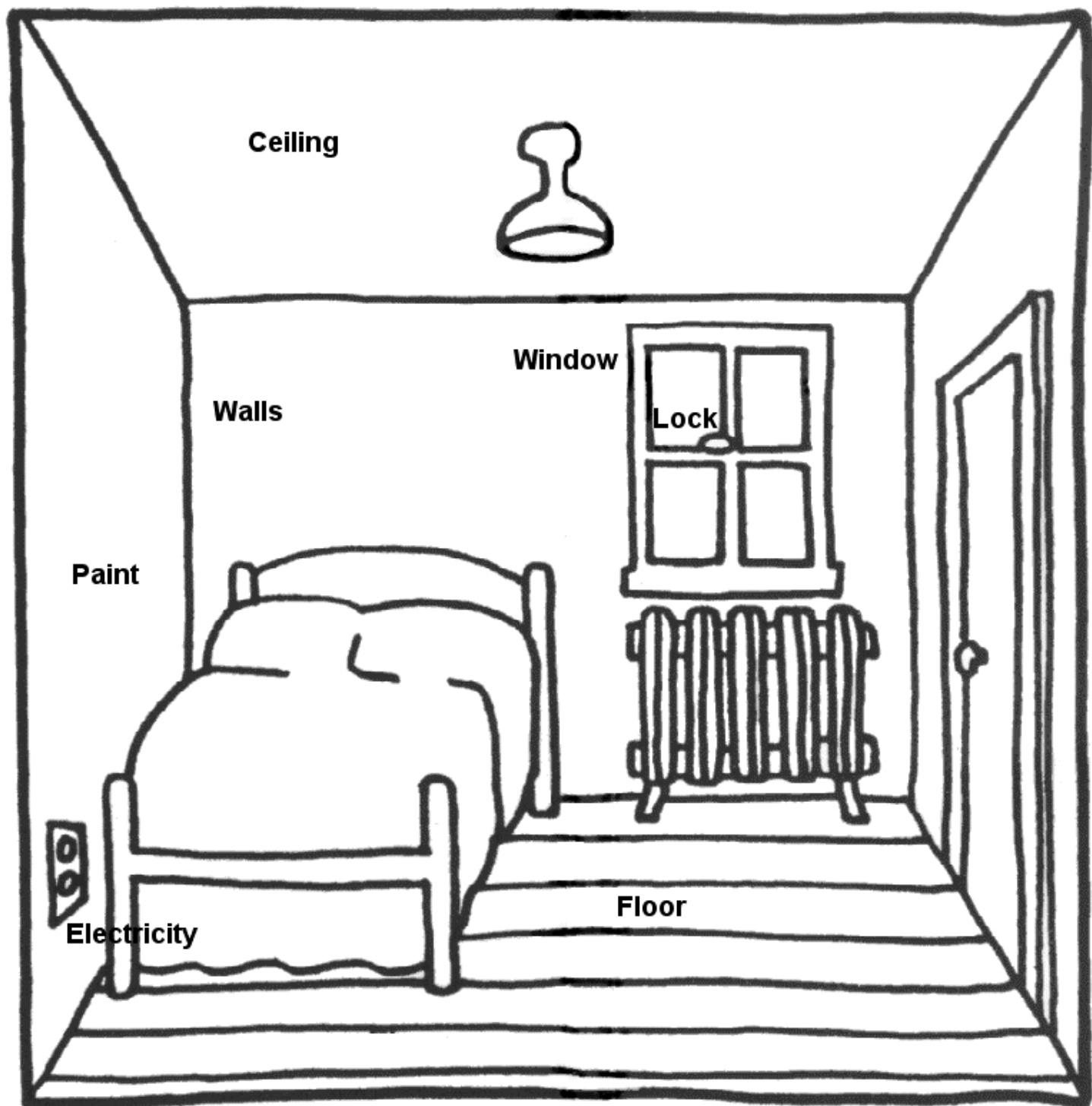
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

**Other rooms that are not lived in may be:** a utility room for washer and dryer, basement or porch. These must be checked for security and electrical hazards and other possible dangers (such as walls or ceilings in danger of falling), since these items are important for the safety of your entire apartment. You should also look for other possible dangers such as large holes in the walls, floors, or ceilings, and unsafe stairways. Make sure to look for these things in all other rooms not lived in.

## **You should also think about:**

- What you would like to do with the other rooms.
  - Can you use them the way you want to?
- The type of locks on windows and doors.
  - Are they safe and secure?
  - Have windows that you might like to open been nailed shut?
- The condition of the windows.
  - Are there small cracks in the panes?
- The amount of weatherization windows.
  - Are there storm windows?
  - Is there weather-stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
  - Are they worn, faded, or dirty?
- The condition of the floors.
  - Are they scratched and worn?



# 5. Building Exterior, Plumbing, and Heating

**The Building must have:**

## **Roof**

A roof in good condition that does not leak, with gutters and downspouts, if present, in good condition and securely attached to the building.

- Evidence of leaks can usually be seen from stains on the ceiling inside the building.

## **Outside Handrails**

Secure handrails on any extended length of stairs (e.g. generally four or more steps) and any porches, balconies, or decks that are 30 inches or more above the ground.

## **Walls**

Exterior walls that are in good condition, with no large holes or cracks that would let a great amount of air get inside.

## **Foundation**

A foundation in good condition that has no serious leaks.

## **Water Supply**

A plumbing system that is served by an approvable public or private water supply system. Ask the manager or owner.

## **Sewage**

A plumbing system that is connected to an approvable public or private sewage disposal system. Ask the manager or owner.

## **Chimneys**

No serious leaning or defects (such as big cracks or many missing bricks) in any chimneys.

## **Paint**

No cracking, peeling, or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

- This includes exterior walls, stairs, decks, porches, railings, windows, and doors.

**Cooling**

Some windows that open, or some working ventilation or cooling equipment that can provide air circulation during warm months.

**Plumbing**

Pipes that are in good condition, with no leaks and no serious rust that causes the water to be discolored.

**Water Heater**

A water heater located, equipped, and installed in a safe manner. Ask the manager.

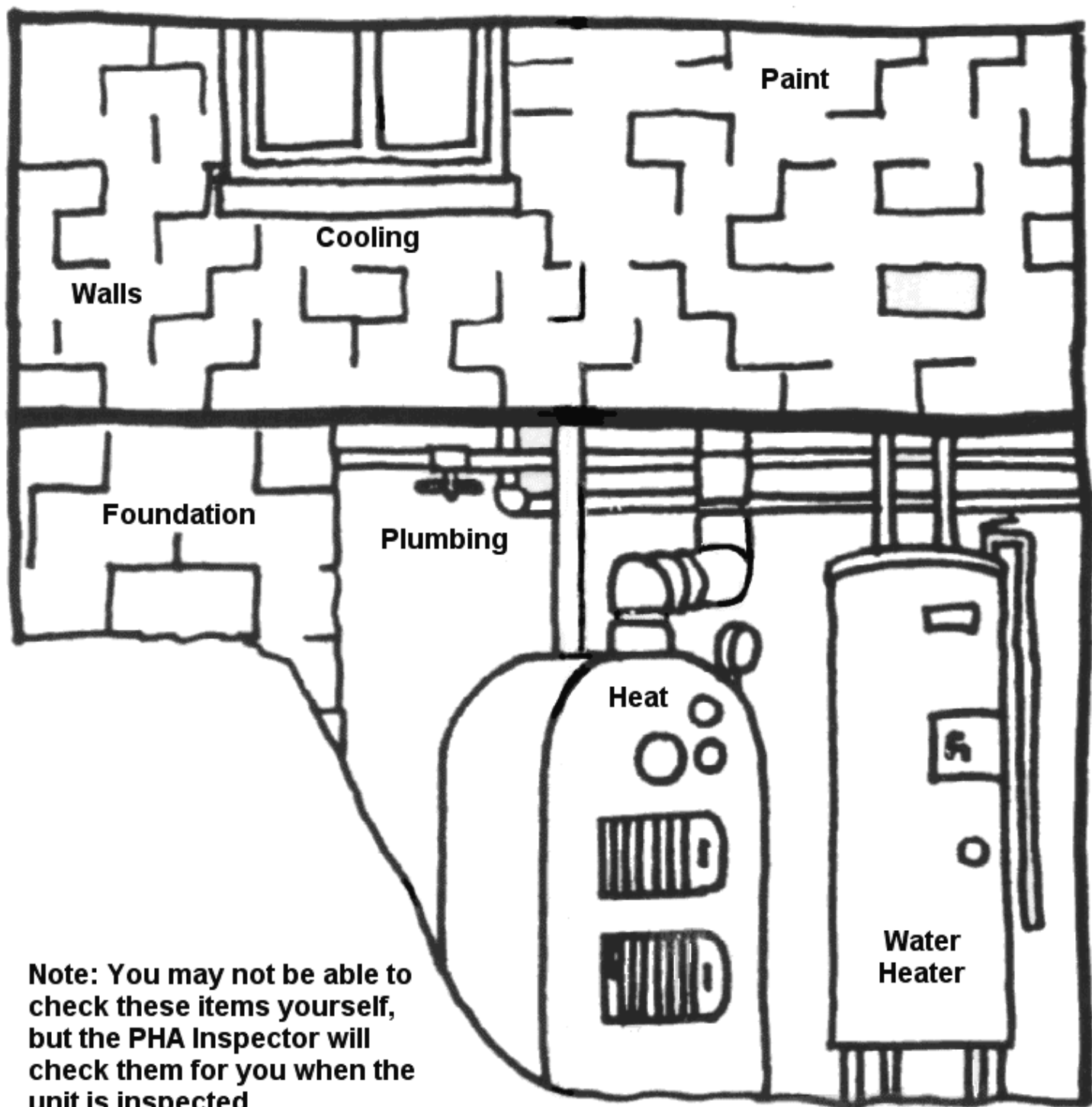
**Heat**

Enough heating equipment so that the unit can be made comfortably warm during cold months.

- Not acceptable are space heaters (or room heaters) that burn oil or gas and are not vented to a chimney. Space heaters that are vented may be acceptable if they can provide enough heat.

**You should also think about:**

- How well maintained the apartment is.
- The type of heating equipment.
  - Will it be able to supply enough heat for you in the winter, to all rooms used for living?
- The amount and type of weatherization and its affect on utility costs.
  - Is there insulation?
  - Are there storm windows?
  - Is there weather-stripping around the windows and doors?
- Air circulation or type of cooling equipment (if any).
  - Will the unit be cool enough for you in the summer?



**Note:** You may not be able to check these items yourself, but the PHA Inspector will check them for you when the unit is inspected.

# 6. Health and Safety

**The Building and Site must have:**

## **Smoke Detectors**

At least one working smoke detector on each level of the unit, including the basement. If any member of your family is hearing-impaired, the smoke detector must have an alarm designed for hearing-impaired persons.

## **Fire Exits**

The building must provide an alternate means of exit in case of fire (such as fire stairs or exit through windows, with the use of a ladder if windows are above the second floor).

## **Elevators**

Make sure the elevators are safe and work properly.

## **Entrance**

An entrance from the outside or from a public hall, so that it is not necessary to go through anyone else's private apartment to get into the unit.

## **Neighborhood**

No dangerous places, spaces, or things in the neighborhood such as:

- Nearby buildings that are falling down
- Unprotected cliffs or quarries
- Fire hazards
- Evidence of flooding

## **Garbage**

No large piles of trash and garbage inside or outside the unit, or in common areas such as hallways. There must be a space to store garbage (until pickup) that is covered tightly so that rats and other animals cannot get into it. Trash should be picked up regularly.

## **Lights**

Lights that work in all common hallways and interior stairs.

## **Stairs and Hallways**

Interior stairs with railings, and common hallways that are safe and in good condition. Minimal cracking, peeling or chipping in these areas.

**Pollution**

No serious air pollution, such as exhaust fumes or sewer gas.

**Rodents and Vermin**

No sign of rats or large numbers of mice or vermin (like roaches).

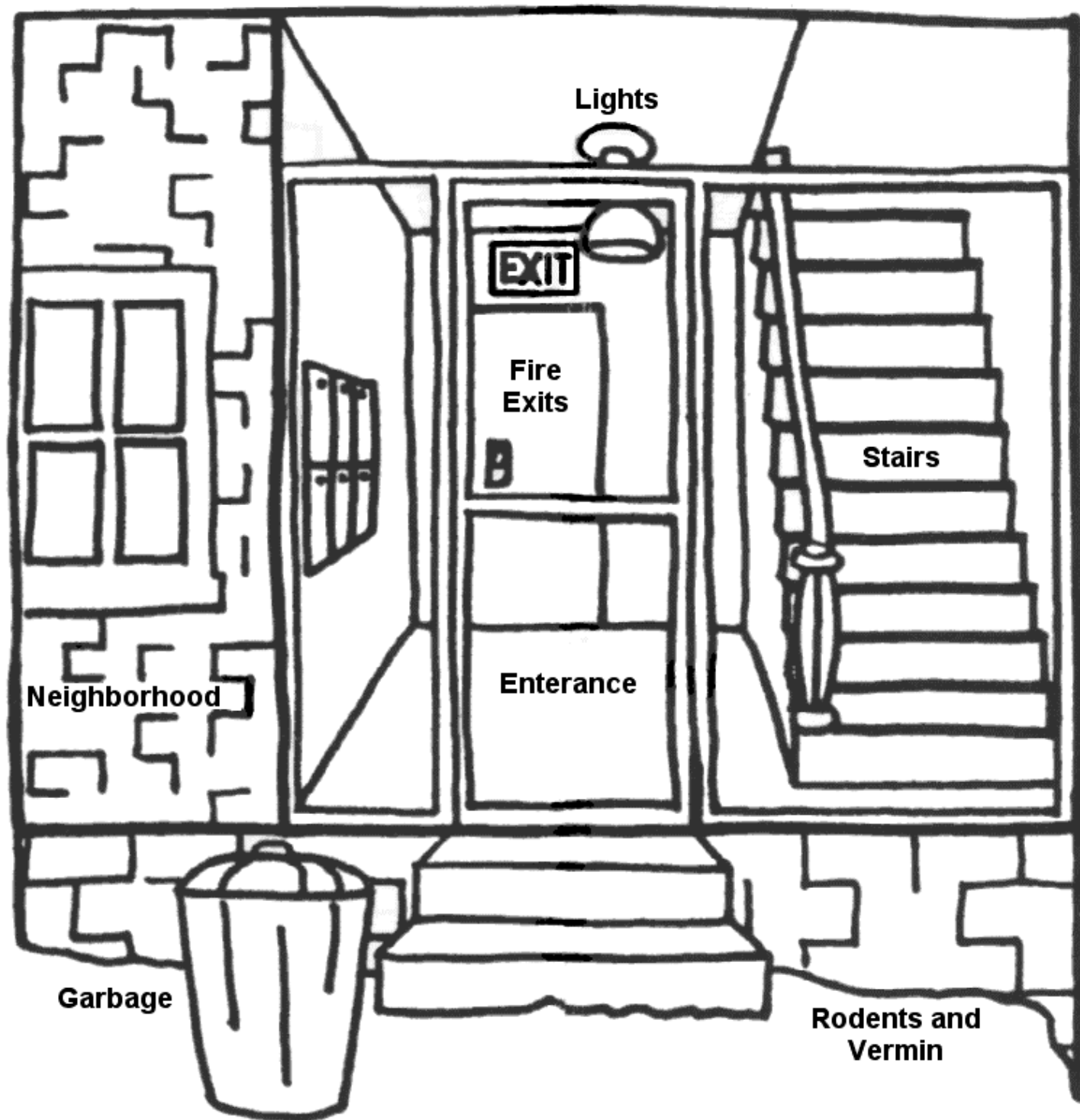
**For Manufactured Homes: Tie Downs**

Manufactured homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

**You should also think about:**

- The type of fire exit.
  - Is it suitable for your family?
- How safe the house or apartment is for your family.
- The presence of screens and storm windows.
- Services in the neighborhood.
  - Are there stores nearby?
  - Are there schools nearby?
  - Are there hospitals nearby?
  - Is there transportation nearby?
- Are there job opportunities nearby?
- Will the cost of tenant-paid utilities be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure given to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).





**Note:** You may not be able to check these items listed here yourself, but the PHA Inspector will check them for you when the unit is inspected.

Now that you have finished this booklet, you know that for a house or apartment to be a good place to live, it must meet two kinds of housing quality standards:

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.
- Additional things that you should think about for the special needs of your family.

You know that these standards apply in six areas of a house or apartment.

1. Living Room
2. Kitchen
3. Bathroom
4. Other Rooms
5. Building Exterior, Plumbing and Heating
6. Health and Safety

You know that when a house or apartment meets the housing quality standards, it will be safe, healthy, and comfortable home for your family. It will be a good place to live.

After you find a good place to live, you can begin the *Request for Lease Approval* process. When both you and the owner have signed the *Request for Lease Approval* and the PHA has received it, an official inspection will take place. The PHA will inform both you and the owner of the inspection results.

If the house or apartment passed, a lease can be signed. There may still be some items that you or the PHA would like improved. If so, you and your PHA may be able to bargain for the improvements when you sign the lease. If the owner is not willing to do the work, perhaps you can get him or her to pay for the materials and do it yourself.

If the house or apartment fails, you and/or your PHA may try to convince the owner to make the repairs so it will pass. The likelihood of the owner making the repairs may depend on how serious or costly they are.

If it fails, all repairs must be made, and the house or apartment must be re-inspected before any lease is signed. If the owner cannot or will not repair the house or apartment, even if the repairs are minor, you must look for another home. Make sure you understand why the house or apartment failed, so that you will be more successful in your next search.

**Responsibilities of the Public Housing Authority:**

- Ensure that all units in the Section 8 Certificate Program and the Housing Voucher Program meet the housing quality standards.
- Inspect unit in response to Request for Lease Approval. Inform potential tenant and owner of results and necessary actions.
- Encourage tenants and owners to maintain units up to standards.
- Make inspection in response to tenant or owner complaint or request. Inform the tenant and owner of the results, necessary actions, and time period for compliance.
- Make annual inspection of the unit to ensure that it still meets the housing quality standards. Inform the tenant and owner of the results, necessary actions, and time period for compliance.

**Responsibilities of the tenant:**

- Live up to the terms of your lease.
- Do your part to keep the unit safe and sanitary.
- Cooperate with the owner by informing him or her of any necessary repairs.
- Cooperate with the PHA for initial, annual, and complaint inspections.

**Responsibilities of the owner:**

- Comply with the terms of the lease.
- Generally maintain the unit and keep it up to the housing quality standards outlined in this booklet.
- Cooperate with the tenant by responding promptly to requests for needed repairs.
- Cooperate with the PHA on initial, annual, and complaint inspections, including making necessary repairs.



The Housing Authority of Gloucester County  
 Tenant Processing Center  
 100 Pop Moylan Boulevard  
 Deptford, NJ 08096  
 Phone: (856) 853-1190 Fax: (856) 251-6671

#### **PARTICIPATING COMMUNITIES**

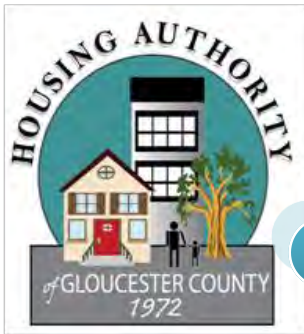
#### **NON-PARTICIPATING COMMUNITIES**

<b>CLAYTON</b>	<b>PITMAN</b>
<b>DEPTFORD TOWNSHIP</b>	<b>MALAGA</b>
<b>EAST GREENWICH TOWNSHIP</b>	<b>MONROEVILLE</b>
<b>ELK TOWNSHIP</b>	<b>NEWFIELD</b>
<b>FRANKLIN TOWNSHIP</b>	<b>SOUTH HARRISON TOWNSHIP</b>
<b>GLASSBORO</b>	<b>WENONAH</b>
<b>GREENWICH TOWNSHIP</b>	
<b>HARRISON TOWNSHIP</b>	
<b>LOGAN TOWNSHIP</b>	
<b>MANTUA TOWNSHIP</b>	
<b>MONROE TOWNSHIP</b>	
<b>NATIONAL PARK</b>	
<b>PAULSBORO</b>	
<b>SWEDESBORO</b>	
<b>WASHINGTON TOWNSHIP</b>	
<b>WEST DEPTFORD TOWNSHIP</b>	
<b>WESTVILLE</b>	
<b>WOODBURY</b>	
<b>WOODBURY HEIGHTS</b>	
<b>WOOLWICH TOWNSHIP</b>	

**PLEASE NOTE: NON-PARTICIPATING COMMUNITIES ARE COMMUNITIES WHICH DO NOT ACCEPT ASSISTANCE FROM THE HOUSING AUTHORITY OF GLOUCESTER COUNTY.**

[www.hagc.org](http://www.hagc.org)





100 POP MOYLAN BLD  
DEPTFORD NJ 08096  
Phone :( 856) 853-1190  
Fax: (856) 251-6671

## TENANT PROCESSING CENTER

### HOUSING QUALITY STANDARDS

As required by Federal Regulations governing the Housing Choice Voucher (HCV) Program, 24 CFR 982.40, housing assisted under HCV must meet the following performance requirements and acceptability criteria. All units must pass an HQS inspection at initial occupancy and during any other inspection performed by HAGC throughout the assisted tenancy.

#### **SANITARY FACILITIES**

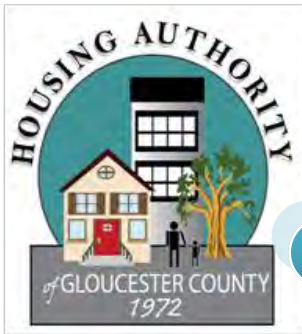
1. **PERFORMANCE REQUIREMENT** - The dwelling unit shall include its own sanitary facilities which are in proper operating condition, can be used in privacy, and are adequate for personal cleanliness and the disposal of human waste.
2. **ACCEPTABILITY CRITERIA** - A flush toilet in a separate, private room, a fixed basin with a sink trap and hot and cold running water, and a shower or tub with hot and cold running water shall be present in the dwelling unit, all in proper operating condition. These facilities shall utilize an approved public or private disposal system.

#### **FOOD PREPARATION AND REFUSE DISPOSAL**

1. **PERFORMANCE REQUIREMENT** - The dwelling unit shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of waste and refuse, including facilities for temporary storage, where necessary.
2. **ACCEPTABILITY CRITERIA** - A cooking stove or range, a refrigerator of appropriate size for the unit, and a kitchen sink with hot and cold running water shall be present in proper operating condition within the unit. The sink shall drain into an approved public or private system. Adequate space for the storage, preparation and serving of food shall be provided. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage, where necessary, (e.g., garbage cans).

#### **SPACE AND SECURITY**

1. **PERFORMANCE REQUIREMENT** - The dwelling unit shall afford the family adequate space and security.
2. **ACCEPTABILITY CRITERIA** - A living room, kitchen area, and bathroom shall be present, and the dwelling unit shall contain at least one sleeping room or living/sleeping room of appropriate size for each two (2) persons. Exterior doors and windows accessible from outside the unit shall be lockable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.



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## TENANT PROCESSING CENTER

### HOUSING QUALITY STANDARDS

#### **THERMAL ENVIROMENT**

1. **PERFORMANCE REQUIREMENT** - The dwelling unit shall have and be capable of maintaining a thermal environment healthful for the human body.
2. **ACCEPTABILITY CRITERIA** - The dwelling unit shall contain safe heating and/or cooling facilities which are in proper operating condition and can provide adequate heat and/or cooling to each room in the dwelling unit appropriate for the climate to assure a healthful living environment. Unvented room heaters which burn gas, oil or kerosene are unacceptable.

#### **ILLUMINATION AND ELECTRICITY**

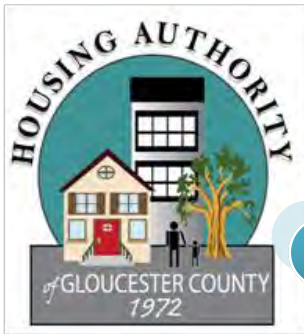
1. **PERFORMANCE REQUIREMENT** - Each room shall have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. Sufficient electrical sources shall be provided to permit use of essential electrical appliances while assuring safety from fire.
2. **ACCEPT ABILITY CRITERIA** - Living and sleeping room shall include at least one window. A ceiling or wall type light fixture shall be present and working in the bathroom and kitchen area. At least two (2) electrical outlets, one of which may be overhead light, shall be present and operable in the living area, kitchen area, and each bedroom area.

#### **STRUCTURE AND MATERIALS**

1. **PERFORMANCE REQUIREMENT** - The dwelling unit shall be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the occupants from the environment.
2. **ACCEPTABILITY CRITERIA** - Ceilings, walls and floors shall not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts or other serious damage. The roof structure shall be firm and the roof shall be weather tight. The exterior wall structure and exterior wall surface shall not have any serious defects such as serious leaning, buckling, sagging, cracks or holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc., shall be such as not to present a danger of tripping or falling.

#### **INTERIOR AIR QUALITY**

1. **PERFORMANCE REQUIREMENT** - The dwelling unit shall be free of pollutants in the air at levels which threaten the health of the occupants.
2. **ACCEPT ABILITY CRITERIA** - The dwelling unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust and other harmful air pollutants. Air



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### HOUSING QUALITY STANDARDS

circulation shall be adequate throughout the unit. Bathroom areas shall have at least one open able window or other adequate exhaust ventilation.

#### **WATER**

1. PERFORMANCE REQUIREMENT - The water supply shall be free from contamination.
2. ACCEPTABILITY CRITERIA - The unit shall be served by an approved public or private sanitary water supply.

#### **LEAD BASED PAINT**

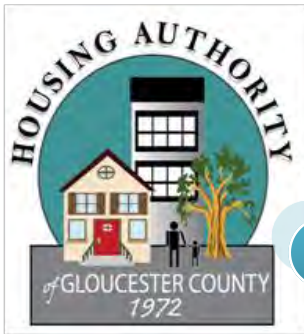
1. PERFORMANCE REQUIREMENT -
  - a) The dwelling unit shall be in compliance with HUD Lead Based Paint Regulations, Part 35 of this title, issued pursuant to the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 3535 (d), 4821, and 4851, and the Owner shall provide a certification that the dwelling is in accordance with such HUD regulations.
  - b) If the property was constructed prior to 1950, the Family, upon occupancy, shall have been furnished the notice required by HUD Lead Based Paint Regulations, and procedures regarding the hazards of lead based paint poisoning, the symptoms and treatment of lead poisoning and the precautions to be taken against lead poisoning.
2. ACCEPTABILITY CRITERIA - Same as Performance Requirements

#### **ACCESS**

1. PERFORMANCE REQUIREMENT - The dwelling unit shall be useable and capable of being maintained without unauthorized use of other private properties, and the building shall provide an alternate means of egress in case of fire.
2. ACCEPTABILITY CRITERIA - The dwelling shall be useable and capable of being maintained without unauthorized use of other private properties. Building shall provide an alternate means of egress in cases of fire (such as fire stairs or egress through windows).

#### **SITE AND NEIGHBORHOOD**

1. PERFORMANCE REQUIREMENT - The site and neighborhood shall be reasonably free from disturbing noises and reverberations and other hazards to the health, safety and general welfare of the occupants.
2. ACCEPTABILITY CRITERIA - The site and neighborhood shall not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks, steps, instability, flooding, poor drainage, septic tank back-ups, sewage hazards or mudslides;



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### HOUSING QUALITY STANDARDS

abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

#### **SANITARY CONDITION**

1. PERFORMANCE REQUIREMENT - The unit and its equipment shall be in sanitary condition.
2. ACCEPTABILITY CRITERIA - The unit and its equipment shall be free of vermin and rodent infestation.

#### **SMOKE DETECTORS**

Except as provided in the paragraph below, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993 in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).



## **MEMORANDUM**

**TO: SECTION 8 EXISTING LEASING PROGRAM PROPERTY  
MANAGERS/OWNERS  
SECTION 8 MOD REHAB PROGRAM MANAGERS/OWNERS**

**FROM: KIMBERLY GOBER, EXECUTIVE DIRECTOR  
HOUSING AUTHORITY OF GLOUCESTER COUNTY**

**SUBJECT: ENFORCEMENT OF HOUSING QUALITY STANDARDS**

**DATE: 10/01/83/REV: 02/12/96/REV: 02/26/01REV:06/15/17REV**

The Department of Housing and Urban Development has established that Housing Quality Standards for assisted housing programs shall be strictly enforced throughout the United States. The Department has established a system of sanctions to be placed on its contracting agencies, for example, the local housing authority, if the local agency fails to enforce the Housing Quality Standards.

Although the Housing Authority of Gloucester County has always conducted its inspections and enforcement of Housing Quality Standards in accordance with program regulations, more recently Authority staff became aware of a small percentage of property managers/owners who do not regularly maintain their properties in accordance with their contracts with the Housing Authority of Gloucester County.

Please note that the Section 8 Housing Choice Voucher contract and the Section 8 Mod Rehab contract both establish procedures for abating (not paying) rent if Housing Quality Standards violations are found to exist. More recently, a few units have had rent abated (not paid) until property repairs/improvements were completed to the satisfaction of the Authority, after which in most cases, rent was reinstated effective the date of re-inspection and recertification with no back payments made.

We are advising all property managers/owners of the local policy of enforcing Housing Quality Standards and of the abatement provision of your respective contracts in order that the serious matter of maintaining Housing Quality Standards is brought to your attention.

For your convenience we have attached a brief list of common Housing Quality Standards violations resulting in non-renewal of contracts or the abatement of rents.

Please feel free to call our office if you have any questions on this matter.

## COMMON HOUSING QUALITY STANDARDS VIOLATIONS AND BASIS FOR RENT ABATEMENTS

1. Missing electric switch plate cover	48. Improperly vented heating system
2. Missing junction box cover	49. Improperly wired heating system
3. Burned out circuit breaker	50. Combustible materials stored around heating system
4. Broken storm door – latch/lock/closer	51. Fuel stored near heating system
5. Broken door panels	52. Oil puddles near heater
6. Broken windows	53. Broken, sooted, loose smoke pipe
7. Missing primary windows, storm windows and screens	54. Hot water heater missing relief valve with blow off pipe to floor
8. Inoperative windows	55. Hot water heater inoperative
9. Missing or inoperative window locks	56. Hot water heater rusted, leaking, positioned in standing water
10. Hole(s) in ceiling	57. Hot water heater showing evidence of poor combustion
11. Hole(s) in wall	58. Hot water heater improperly vented
12. Bulging ceilings or walls	59. Hot water adjacent to stored combustible items
13. Flaking or chipping interior paint	60. Inadequate potable water supply
14. Inoperative stove burner	61. Leaking spigots, pipes, valves and fittings
15. Inoperative oven	62. “Trickle” of rusty water containing sediment
16. Inoperative broiler	63. Leaking waste water pipes, fittings and connections
17. Broken oven door handle	64. Clogged waste water pipes and traps
18. Defective refrigerator (won’t maintain 40o minimum)	65. Sewage backup
19. Refrigerator operating off extension cord	66. Sewage overflow on the ground
20. Inadequate food storage/preparation area	67. Sewage “pools” in basement or on site
21. Toilet “backs up”	68. Inadequate private waste disposal system
22. Toilet leaks at base	69. No private entrance
23. Toilet “runs” continuously	70. No safe second means of emergency exit
24. Toilet Seat broken	71. Evidence of infestation (rodents, roaches and other vermin)
25. Tub/shower trap leaks	72. Presence of trash, garbage, organic and inorganic waste (junk, weeds, glass, cans, old lumber, etc.)
26. Tub/shower drain “stopped up”	73. Absence of trash cans or dumpsters
27. Sink loose from wall	74. Dark halls and stairs
28. Sink trap leaks	75. Trash and dirt in halls and on stairs
29. Sink waste line clogged	76. Storage of possessions in halls and on stairs so as to cause a hazard
30. Tub/shower wall impregnated with a water	77. Presence of special hazards (hole in ground, cliff, unguarded pool, low limb, uneven walk, loose railing, loose floor covering, irregular step, exposure to pollutants, etc.)
31. Bathroom exhaust fan inoperative	78. Standing pools of water
32. Electrical hazard present in bathroom	79. Unit adjacent to fire hazard
33. Floor rotted around toilet/tub	80. Unit adjacent to air quality hazard
34. Bathroom window will not open	81. Unit adjacent to air quality hazard
35. Inadequate Hot Water in Bathroom	82. Electric off or scheduled for turn off
36. Broken exterior siding	83. Potable water off or scheduled for turn off
37. Holes in siding	84. Sewer service interrupted or scheduled for interruption.
38. Holes in foundation	85. Trash or debris throughout basement, attic and unit
39. Leak in roof	86. Inadequate hot water at kitchen sink
40. Broken, cracked or rotted boards in steps, porch and landings	87. Kitchen sink leaks/drips
41. Broken, weak or rotted railings on porch steps, landings and stairs	88. Kitchen sink trap leaks
42. Broken and hanging gutters	89. Smoke detectors missing/inoperative (multiple family building)
43. Broken and missing downspouts	90. Unpainted/water stained or severely soiled surfaces
44. Holes in building that permit entry by rodents, weather or birds	91. Broken/missing or inadequate door locks
45. Bricks missing from chimney	92. Other similar items
46. “Leaning” Chimney	
47. No heat source in each room (on outside wall)	

NOTE: This is not an all-inclusive list.

It represents common Housing Quality Standards violations frequently found.



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## TENANT PROCESSING CENTER

### CERTIFICATE OF COMPLIANCE WITH HOUSING QUALITY STANDARDS

### CERTIFICATE OF COMPLIANCE WITH HOUSING QUALITY STANDARDS

I, \_\_\_\_\_, owner of \_\_\_\_\_

do hereby certify, that I will abide by the Housing Quality Standards of the Housing Authority of Gloucester County as hereto attached.

\_\_\_\_\_  
OWNER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
DATE



## How to List Properties on NJHRC.gov

### Step 1

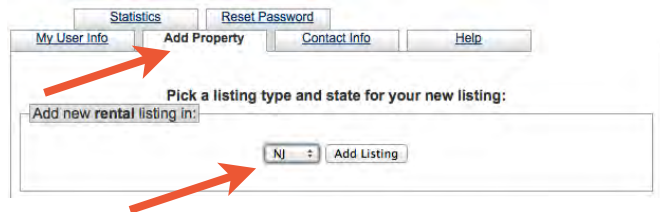
Go to [www.NJHRC.gov](http://www.NJHRC.gov) and click the “LIST HOUSING” tab.

### Step 2

Click the “Already Registered? Login here” button. On the next screen, enter your username and password. Next, you will see your personal welcome page.

### Step 3

Click the Add Property tab.



### Step 4

Under “Add new rental listing in:” choose NJ from the drop-down menu. Click the “Add Listing” button.

### Step 5

Choose the city where your property is located.

### Step 6

You will see a listing form. **Required fields** are marked with a blue asterisk.

Other fields are optional, but list as much information as possible for a more appealing listing.

#### Listing Notes

- **Street Address Line 1:** Enter the street name and number on this line.
- **Address Line 2** is for apartment or unit numbers, details like “first-floor unit,” and for any promotional messages.
- **MONTHLY Rent Type** is a required field, but fill in details for **only one** of the rent types. For most properties, this will be “Standard Monthly Rent.”
- Fields at the bottom of the form let you type in comments and describe special property features and amenities.
- **Public Contact Information for This Listing:** If you need to add a contact other than the default contact, enter the appropriate name and number in the “Add a New Contact” line.

#### Tips for Multifamily Properties!

- If adding a property in a new complex or multi-unit building, add the name of the complex in the section following the property address (leave BLANK if this does not apply).
- This allows you to list the total number of available units or **clone** the unit for easy listing of other bedroom or unit types.
- These features can be accessed **after** you have added details for the first unit and clicked the “Click Here to Update Property” button.

### Step 7

Click the “Click Here to Update Property” button to save the information you have listed.



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	

Employer identification number								
			-					

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.



**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.



**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.





## **Section 8 Housing Choice Voucher Landlord Mandatory Direct Deposit**

In order to best serve landlords participating the Section 8 Housing Choice Voucher Program, HAGC requires that all new landlords receive Housing Assistance Payment (HAP) check disbursement through direct deposit. Opposed to payment in paper checks, direct deposit is a more efficient and secure way for HAGC to release payments to our landlords.

The Direct Deposit Authorization form is available in this Landlord Manual and on HAGC's website, [www.hagc.org](http://www.hagc.org) under FAQ: How to Become a Section 8 Landlord. Complete and return the form to HAGC's Administrative Office along with your other initial landlord registration documents.

For any questions, please contact HAGC's Finance Director, Grace Seeney, between 8:00 am and 5:00 pm at 856-845-4959, ext. 214.

Thank you for your anticipated cooperation.

# Housing Authority of Gloucester County

## Direct Deposit Authorization

**PRINT LEGIBLY**

**Action:**

☐

New Agreement

☐

Change Account

☐

Cancel Agreement

*This Form must be filled out completely and legibly in order to process. Please attach a voided check.*

Authorization Date: \_\_\_\_\_

☐

Vendor

☐

LandLord

**Complete Name of**

**Account Owner:**

(as shown on bank account)

**Bank Name:**

**Branch:**

Manager/Number

(If available):

**City:**

**State:**

**Zip:**

*Please see the diagram below for help on completing the next input entries.*

**BANK ROUTING/  
TRANSIT NUMBER:**

--	--	--	--	--	--	--	--	--

THE BANK ROUTING / TRANSIT NUMBER IS 9 DIGITS

☐

Checking

☐

Savings

**YOUR BANK  
ACCOUNT NUMBER:**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

*Your Signature is required. Please allow several weeks to process.*

I hereby authorize the Housing Authority of Gloucester County to direct-deposit payments into my account as detailed above. I acknowledge that the Housing Authority is not responsible for any false information provided above or any damage derived from it. I also acknowledge that this order shall remain in force until I have given written notice to terminate this agreement.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE ATTACH YOUR VOIDED CHECK HERE.**

James Anderson (612) 825-0322 723 Main Street Anytown, MN 55416		<b>8888</b>
Pay to the Order of		check number (not needed)
<b>Routing Number:</b> 9 digits between 1: symbols. location at bottom may vary	<b>Account Number:</b> Do not include check number. location at bottom may vary	Dollars
<b>1: 748 278498 :</b>	<b>1 278 13897</b>	<b>08888</b>



**New Jersey Department of Community Affairs  
Division of Codes and Standards  
Landlord-Tenant Information Service**

**REGULATIONS FOR THE LANDLORD IDENTITY  
REGISTRATION FORM**

**N.J.A.C. 5:29-1.1**

Printed June 2011

**5:29-1.1 Applicability**

- (a) Pursuant to N.J.S.A. 46:8-28 and 46:8-29, the form prescribed by this subchapter is required to be given by landlords to tenants in single unit dwellings and in two – unit dwellings that are not owner-occupied and to be filed in the office of the clerk of the municipality in which any such single unit dwelling or two-unit dwelling is situated.
- (b) Tenants in multiple dwellings are required to be given a copy of the certificate of registration filed with the Bureau of Housing Inspection in accordance with N.J.S.A. 55:13A-12, N.J.S.A. 46:8-28 and N.J.A.C. 5:10-1.11. **(Contact the Bureau of Housing Inspection, P.O. Box 810, Trenton, New Jersey 08625 (609) 633-6240 for registration applications for buildings with three or more dwelling units)**

THE ATTACHED FORM IS TO BE FILED WITH THE MUNICIPAL CLERK AND DISTRIBUTED TO TENANTS IN SINGLE UNIT DWELLINGS AND IN TWO UNIT DWELLINGS THAT ARE NOT OWNER-OCCUPIED. **(DO NOT SEND THIS STATEMENT TO LANDLORD-TENANT INFORMATION SERVICE)**

**Similar forms may be obtained from private sources.** You may obtain a copy of the form by faxing your request to (609) 609-292-2839 or by writing to:

New Jersey Department of Community Affairs  
Division of Codes and Standards  
Bureau of Homeowner Protection  
Landlord-Tenant Information Service  
P.O. Box 805  
Trenton, New Jersey 08625-0805

# **LANDLORD IDENTITY REGISTRATION STATEMENT**

## **ONE AND TWO-UNIT DWELLING REGISTRATION FORM**

The form of the certificate of Registration to be filed with the municipal clerk and distributed to tenants by owners or non-owner occupied one and two unit dwellings shall be substantially as follows:

(1) Property Address:

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(2) The names and addresses of all record owners of the building or the rental business (including all general partners in the case of a partnership) are as follows:

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(3) If the record owner is a corporation, the names and addresses of the registered agent and of the corporate officers are as follows:

---

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☐ Record owner is not a corporation.

(4) If the address of any record owner is not located in the county in which the dwelling is located, the name and address of a person who resides in the county and is authorized to accept notices from a tenant, to issue receipts for those notices and to accept service of process on behalf of the out-of-county record owner(s) is as follows:

☐ The addresses of all record owners in the county in which the dwelling is located:

---

---

(5) The name and address of the managing agent is as follows:

---

---

☐ There is no managing agent.

(6) The name and address (including dwelling unit, apartment or room number) of the superintendent, janitor, custodian or other person employed to provide regular maintenance service is as follows:

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☐ There is no superintendent, janitor, custodian or other person employed to provide regular maintenance service.

(7) The name, address and telephone number of an individual representative of the record owner or managing agent who may be reached or contacted at any time in the event of an emergency affecting the dwelling or any dwelling unit, including such emergencies as the failure of any essential service or system, and who has authority to make emergency decisions concerning the building, including the making of repairs and expenditures, is as follows:

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(8) The names and addresses of all holders of recorded mortgages on the property are as follows:

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☐ There is no recorded mortgage on the property.

(9) If fuel oil is used to heat the building and the landlord furnishes the heat, the name and address of the fuel oil dealer servicing the building and the grade of fuel oil used are as follows:

---

---

☐ The building is not heated by fuel oil

☐ The building is heated by fuel oil, but the landlord does not furnish heat.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord or Authorized Representative

**SEND COMPLETED FORMS TO TENANTS AND MUNICIPAL CLERKS ONLY**



## THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

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### VOUCHER ISSUANCE AND UNIT APPROVAL

#### I. HOUSING CHOICE VOUCHER

- a. The Housing Choice Voucher is the family's authorization to search for an eligible unit and specifies the size of the unit. The voucher lists the family's obligations which the family must review and comply with throughout the duration of program participation. The issuance of a voucher does not obligate the Housing Authority to approve of a tenancy.
- b. The initial term of the Voucher is sixty (60) days. The family must submit a Request for Tenancy Approval within this period unless an extension is granted by the Housing Authority.
- c. The Voucher term may be extended up to an additional sixty (60) days. Such a request for an extension must be received by the Authority in writing prior to the initial expiration date.
- d. The written request for a voucher extension may be mailed in or hand delivered.

#### II. REQUEST FOR TENANCY APPROVAL

- a. When a family has located a suitable unit for occupancy and the owner is willing to lease the unit, the family must submit to the Authority a completed Request for Tenancy Approval (RFTA) form and a copy of the proposed lease agreement and addendums, including the HUD tenancy addendum form.
- b. The family must review the rent amount, security deposit amount and utility information with the property owner before providing the RFTA form to the Authority.
- c. The family and the unit owner should be aware that the Housing Authority is obligated to maintain payment standards depending on the unit sizes, which vary based on the unit's zip code.
- d. The family is responsible for providing the security deposit. The information contained on the RFTA form must be accurate, as it directly impacts the ability of the family to occupy the unit under the Housing Choice Voucher program.
- e. The family can mail or hand-deliver the RFTA form. The family is responsible for ensuring that the RFTA form has been provided to the Authority.
- f. The term of the Housing Choice Voucher will be suspended upon submission of a RFTA form. Suspension shall mean stopping the clock on the term of a family's voucher after the family submits a request for approval of the tenancy. The suspension will end on the date the Authority approves or denies the RFTA and notifies the family in writing whether the request has been approved or denied.

#### III. APPROVAL OR DENIAL OF REQUEST FOR TENANCY





- a. The Authority must review the RFTA form to verify that the unit rent is reasonable, and the unit is affordable to the family based on the family's monthly adjusted income.
- b. The unit must pass the Authority's Housing Quality Standards Inspection.
- c. The Authority will notify the family if the RFTA has been approved or denied.

If the family needs an additional Request for Tenancy Approval form, they must be requested.

If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize the Housing Authority' programs and services please contact the Administrative Offices.



# Request for Tenancy Approval

Housing Choice Voucher Program

## U.S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

The public reporting burden for this information collection is estimated to be 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by Section 8 of the U.S. Housing Act (42 U.S.C. 1437f). Form is only valid if it includes an OMB Control Number. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance. HUD will not disclose this information except when required by law for civil, criminal, or regulatory investigations and prosecutions.

1. Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)		
3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection
9. Structure Type <input type="checkbox"/> Single Family Detached (one family under one roof) <input type="checkbox"/> Semi-Detached (duplex, attached on one side) <input type="checkbox"/> Rowhouse/Townhouse (attached on two sides) <input type="checkbox"/> Low-rise apartment building (4 stories or fewer) <input type="checkbox"/> High-rise apartment building (5+ stories) <input type="checkbox"/> Manufactured Home (mobile home)			10. If this unit is subsidized, indicate type of subsidy: <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR) <input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME <input type="checkbox"/> Section 236 (insured or uninsured) <input type="checkbox"/> Section 515 Rural Development <input type="checkbox"/> Other (Describe Other Subsidy, including any state or local subsidy) _____		

### 11. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Other	
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Other Electric		
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
		Provided by
Refrigerator		
Range/Microwave		



## 12. Owner's Certifications

- a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

- b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

## c. Check one of the following:

- ☐ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- ☐ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.
- ☐ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)



Responding to EBLs in Children under Age Six:

# Guidance for PHA Housing Choice Voucher (HCV) Staff

Start Here!







Indicates a required step for the PHA








Indicates an owner responsibility where the PHA may wish to directly assist the owner

## EBLL case reported for a child under age six in your property... What now?

-  **Verify!** Immediately verify the EBLL with a health care provider or your local public health department, if the original report did not come from one of those sources. Keep records of your attempts to verify the EBLL.
-  **What if no initial medical verification is received?** The PHA must attempt to verify the EBLL at least twice with the health care provider or health department.
-  **How will I hear about an EBLL?** PHAs can be made aware of EBLLs by health care providers, the family, local health department, or through your quarterly process of sharing and matching addresses with the health department.
-  **Monitor compliance!** HCV owners are responsible for complying with notification and response steps for a child with an EBLL, but PHAs must monitor owner compliance with the Lead Safe Housing Rule (LSHR) in accordance with the HAP contract. Be sure to monitor and document your owners' actions from initial verification to ongoing maintenance, and look for opportunities to assist owners to help ensure compliance.





## EBLL case verified... What now?

-  **Notify!** Owner is required to notify your local HUD Field Office, [LeadRegulations@hud.gov](mailto:LeadRegulations@hud.gov), and local health department within five business days of receiving verified report.
-  **Investigate!** Ensure that a certified Lead-Based Paint Risk Assessor performs an environmental investigation (EI) in the child's home and common areas within 15 calendar days of receiving verified report.
-  **What to include in email to HUD?** See [Notice PIH 2017-13](#) for specific information to include, but do not include the child's name or test results.
-  **Where do I find a certified assessor?** Contact your state lead licensing agency or visit [www.epa.gov/lead](http://www.epa.gov/lead).
-  **Can my health department do the EI?** Yes, see [Guidelines](#) for further information.








**What does it mean to "collaborate with" or "directly assist" owners on certain steps?** Certain steps are the responsibility of the owner, but are likely to involve or need PHA assistance. These instances of collaboration can make the process run more smoothly, and are up to the discretion of PHAs and owners. Examples include providing the names of qualified and certified lead hazard control contractors, providing for the clearance examination, ensuring notification to other residents in a multi-unit property, and providing owners your local HUD Field Office's contact information.



## Results of environmental investigation received... What now?



-  **Notify!** Owner is responsible for notifying your local HUD Field Office of the results within 10 business days of receiving results and the family within 15 calendar days. Also for notifying all building residents that an EI was completed, if it identified lead-based paint hazards.
-  **Ask!** Did the EI identify lead hazards from housing sources? If no, that's it! Maintain records.
-  **What to include in the notification to HUD?** The notifications must include the date the investigation was completed.
-  **How to notify other residents?** Notify other building resident by letter or notice delivered to each occupied dwelling unit. The LSHR prohibits notice of EI being posted to any centrally located common area, as it could reveal private health information.

## Environmental investigation identified lead-based paint hazards... What now?

-  **Ask!** Is this unit in a property with multiple federally-assisted units? If so, in addition to these steps, the owner will need to complete the steps for other covered units in the building.
-  **Clear!** The unit must pass a clearance examination in the unit and common areas within 30 calendar days of receiving the EI results. Clearance is the owner's responsibility, but the PHA may wish to assist.
-  **Notify!** Owner is responsible for notifying all building residents that work is complete and of any hazard reduction activities undertaken. Provide documentation to your local HUD Field Office within 10 business days of completion of clearance.
-  **What if I am unsure about the presence of other covered units?** Ask the owner or PHA that also serves the jurisdiction.
-  **How to navigate these control steps:** A certified lead-based paint abatement or renovation firm will have expertise on all aspects of relocation, control, and clearance. Follow their directions.
-  **What about non-paint hazards identified in the EI?** Residents should follow the EI's recommendations for controlling other household sources of lead (namely, imported products).
-  **When is control work complete?** Control work is not complete until the unit passes a clearance examination. See "Clearance" in [Guidelines](#).

If lead-based paint hazards were identified, the owner will be responsible for conducting any necessary control work and implementing occupant protections. PHAs may be able to use their administrative funds to cover relocation costs. Be sure to monitor these steps!

## All necessary environmental investigations, risk assessments, and control work are completed... What now?

-  **Monitor!** Ensure that the owner appropriately maintains covered housing without deteriorated paint if there is a child under six in the family.
-  **What does ongoing maintenance entail?** See "Ongoing Lead-Safe Maintenance" in [Guidelines](#).





If you have other units in the EBLI property...

## Responding to EBLIs in Children under Age Six: Other Covered Units in the HCV Program



Indicates a required step for the PHA



Indicates an owner responsibility where the PHA may wish to directly assist the owner

### An environmental investigation revealed the index unit in your multi-unit property has lead-based paint hazards... What now?



**Assess!** Perform a risk assessment (RA) on all or a sample of other assisted units where a child under age six lives or is expected to live (covered units).



**Do I perform RAs on all or a sample of units?** See the guidance table in “Lead-Based Paint Inspection” in [Guidelines](#).



**What is the required timeframe for RAs?** The risk assessments must be conducted within 30 calendar days of receiving results of the EI for a property with ≤ 20 other covered units, and within 60 days for a property with > 20 other covered units.

### Risk assessment identified lead-based paint hazards in other covered unit(s)... What now?



**Notify!** Notify your local HUD Field Office within 10 business days of receiving results and the families in the unit(s) and building residents within 15 calendar days.



**Clear!** The unit must pass a clearance examination in the unit and common areas within 30 calendar days of receiving the EI results. Clearance is the owner’s responsibility, but the PHA may wish to assist.



**Notify!** Owner is responsible for notifying all building residents that work is complete and of any hazard reduction activities undertaken. Provide documentation to your local HUD Field Office within 10 business days of completion of clearance.



**What if risk assessments did not identify lead-based paint hazards?** Then EBLI response for other covered units is complete.



**Where do I find a certified assessor?** Contact your state lead licensing agency or visit [www.epa.gov/lead](http://www.epa.gov/lead).



**Can my health department do the EI?** Yes, see [Guidelines](#) for further information.

If lead-based paint hazards were identified, the owner will be responsible for conducting any necessary control work and implementing occupant protections. PHAs may be able to use their administrative funds to cover relocation costs. Be sure to monitor these steps!

### All necessary environmental investigations, risk assessments, and control work are completed... What now?



**Monitor!** Ensure that the owner appropriately maintains covered housing without deteriorated paint if there is a child under six in the family.



**What does ongoing maintenance entail?** See “Ongoing Lead-Safe Maintenance” in [Guidelines](#).

Guidance for PHA Staff:

## Key Definitions

### **Environmental Investigation (EI)**

A risk assessment with additional questions for the family regarding other sources of lead exposure and testing of other potential sources of lead exposure.

### **Elevated Blood Lead Level (EBLL)**

A confirmed concentration of lead in whole blood of a child under age six equal to or greater than the concentration in the most recent guidance published by HHS.

### **Index Unit**

The unit where a child with an EBLL resides.

### **Lead-Based Paint Hazard (“Hazard”)**

Any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or lead-based paint that is deteriorated or present in surfaces that would result in adverse human health effects.

### **Temporary Relocation**

When occupants currently living in a dwelling intend to return to that unit once the work is finished. There are many possible variations – from requesting residents to vacate the unit for just one workday (leaving their belongings in the unit and returning at the end of the day) to moving everything out for several weeks or months.

### **Lead-Safe**

No deteriorated paint or failed lead hazard control methods.

### **Other Covered Unit(s)**

Federally-assisted units where a child under age six lives or is expected to live (e.g., in the case of knowledge of a pregnancy). Includes other assisted units designated as housing for the elderly and/or persons with disabilities where a child under age six resides or is expected to reside.

### **Risk Assessment**

An on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards. Also includes a report explaining the results and options for reducing lead-based paint hazards. Can be performed only by risk assessors certified or licensed by EPA or an EPA-authorized entity.

### **Resources for PHA staff in navigating this process:**

- The expertise and work plans of your certified risk assessors and assessment or renovation firms
- [Notice PIH 2017-13](#) (Guidance on EBLL update)
- [Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing](#) (“Guidelines”)



## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

### Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

\_\_\_\_\_  
(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Purchaser's Acknowledgment (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

**Utility Allowance Schedule**

See Public Reporting and Instructions on back.

**U.S Department of Housing and  
Urban Development**  
 Office of Public and Indian Housing

OMB Approval No. 2577-0169  
 exp. 7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA		Unit Type						Date (mm/dd/yyyy)
<b>SAMPLE</b>		<b>SINGLE FAMILY DETACHED</b>						
Utility or Service	Fuel Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	
Heating	Natural Gas	31	42	50	63	72	83	
	Bottled Gas	120	163	195	246	278	324	
	Electric	47	64	77	97	100	127	
	Electric – Heat Pump	-	-	-	-	-	-	
	Fuel Oil	79	107	128	161	183	212	
	Other							
Cooking	Natural Gas	4	6	8	10	12	13	
	Bottled Gas	17	22	36	37	46	50	
	Electric	10	13	17	21	26	28	
	Other							
Other Electric		33	43	57	71	88	95	
Air Conditioning		18	22	30	37	45	50	
Water Heating	Natural Gas	5	7	10	12	15	16	
	Bottled Gas	22	28	37	46	57	62	
	Electric	12	16	21	27	33	36	
	Fuel Oil	13	17	23	28	35	38	
Water		28	36	43	52	58	65	
Sewer		52	52	52	52	52	52	
Trash Collection								
Other – specify								
Range/Microwave	TENANT OWNED	4	5	5	5	5	5	
Refrigerator	TENANT OWNED	4	4	4	5	5	5	
<b>Actual Family Allowances</b> – May be used by the family to compute allowance while searching for a unit.					Utility/Service/Appliance		Allowance	
Head of Household Name					Heating			
					Cooking			
					Other Electric			
					Air Conditioning			
					Water Heating			
Unit Address					Water			
					Sewer			
					Trash Collection			
					Other			
					Range/Microwave			
Number of Bedrooms					Refrigerator			
					Total			



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-5000

ASSISTANT SECRETARY FOR  
PUBLIC AND INDIAN HOUSING

***PIH LETTER  
L-2007-05***

**DATE:** September 21, 2007

**TO:** Regional Directors; Public Housing Hub Directors; Program Center Coordinators; Special Applications Center Director; Public Housing Agencies; Housing Choice Voucher/Section 8 Public Housing Agencies; Resident Management Corporations

**SUBJECT:** Reinstatement of Notice PIH 2006-13 (HA)  
Non-discrimination and Accessibility for Persons with Disabilities

**CROSS  
REFERENCES:** Notice PIH-2006-13 (HA); Notice PIH-2003-31 (HA)

**Purpose.** This PIH letter reinstates Notice PIH 2006-13 (HA) reminding recipients of Federal funds of their obligation to comply with pertinent laws and implementing regulations that mandate non-discrimination and accessibility in federally funded housing and non-housing programs for persons with disabilities. Additionally, the Notice provides information on key elements of the relevant regulations and examples of resources to enhance recipients' compliance efforts.

**Changes.** There are no changes in this reinstatement of the original Notice PIH 2006-13 (HA). The information remains valid and important.

For further information about this Notice, contact the nearest HUD Office of Public Housing within your State. Locations of these offices are available on HUD's website at [www.hud.gov](http://www.hud.gov).

Sincerely,

\_\_\_\_\_/s/\_\_\_\_\_  
Orlando J. Cabrera, Assistant Secretary  
for Public and Indian Housing





**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

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**SPECIAL ATTENTION OF:**

Regional Directors; State and Area  
Coordinators; Public Housing Hub  
Directors; Program Center Coordinators;  
Troubled Agency Recovery Center Directors;  
Special Applications Center Director;  
Public Housing Agencies;  
Housing Choice Voucher/Section 8 Public  
Housing Agencies; Resident  
Management Corporations.

**NOTICE PIH 2006-13 (HA)**

Issued: March 8, 2006

Expires: March 31, 2007

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Cross Reference: Notice  
**PIH 2003-31 (HA)**

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Subject: Non-Discrimination and Accessibility for Persons with Disabilities

1. **PURPOSE:** The purpose of this Notice is to remind recipients of Federal funds of their obligation to comply with pertinent laws and implementing regulations which mandate non-discrimination and accessibility in Federally funded housing and non-housing programs for persons with disabilities.

Additionally, this Notice provides information on key compliance elements of the relevant regulations and examples and resources to enhance recipients' compliance efforts. However, specific regulations must be reviewed in their entirety for full compliance.

2. **APPLICABILITY:** This Notice applies to all programs and activities receiving federal financial assistance either directly or indirectly from the Office of Public and Indian Housing.

Federal financial assistance and programs or activity are both defined very broadly. See 24 CFR 8.3 for the regulatory definitions.

Contractors or other agents of PHAs performing covered work or conducting covered activities on behalf of PHAs are subject to the requirements of this Notice.

3. **BACKGROUND:** Although the Department is aware that many HUD recipients are doing an excellent job of providing accessibility in their programs for persons with disabilities, it has been brought to the Department's attention that other HUD recipients may not be in compliance with the subject laws and implementing regulations. As part of an effort to achieve maximum compliance, this Notice will serve to emphasize the importance of compliance.

4. **NOTIFICATIONS:** It is recommended that public housing agencies (PHAs) and other recipients of Federal PIH funds provide this Notice to all current and future contractors, agents and housing choice voucher program owners participating in covered programs/activities or performing work covered under the above subject legislation and implementing regulations.

## **I. STATUTORY/REGULATORY REQUIREMENTS**

Some statutory and regulatory provisions overlap others. Where there is a conflict, the most stringent provision applies including any state or local laws/regulations/codes which may be more stringent than Federal requirements.

### **A. SELF-EVALUATIONS/NEEDS ASSESSMENTS/TRANSITION PLAN**

1. Section 504 of the Rehabilitation Act of 1973 (Section 504)<sup>1</sup>; Title II of the Americans with Disabilities Act of 1990 (ADA)<sup>2</sup>:  
Initially, with the issuance of the Section 504 implementing regulations at 24 CFR Part 8 on June 2, 1988, PHAs were required to conduct needs assessments and develop transition plans to address the identified needs of residents and applicants with disabilities. The transition plan and the needs assessment are required to be available for public review pursuant to 24 CFR § 8.25(c). *See also* 24 C.F.R. § 8.51.

The Department's Office of Fair Housing and Equal Opportunity (FHEO) will continue, as a matter of routine, to request copies of any self-evaluations, needs assessments or transition plans in every compliance review and complaint investigation conducted of a HUD recipient. These documents may also be reviewed by other HUD offices in conjunction with funding applications and addressing non-compliance issues that may arise. In addition, effective January 26, 1992, Title II of the ADA required PHAs to conduct a self-evaluation of their current services, policies and practices. *See* 28 CFR §§ 35.105 and 35.150 (d).

PHA-Plan regulations pursuant to the U.S. Housing Act of 1937 at 24 CFR § 903.7(a)(1)(ii) require the submission of a statement addressing the housing needs of low-income and very low-income families, including such families with disabilities, who reside in the jurisdiction served by the PHA and families who are on the public housing and housing choice voucher program waiting list.

Additionally, to ensure continued compliance with Section 504 and Title II of the ADA, PHAs are encouraged to conduct needs assessments and self-evaluations, at least yearly, working with persons/residents with disabilities and local advocacy groups for persons with disabilities. (*See* 24 CFR §§ 8.25(c) and 8.51 for additional information). Transition Plans should be updated as a result of such needs assessments and self-evaluations. The Transition Plan must be made available for public review.

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<sup>1</sup> 29 U.S.C. § 794; 24 C.F.R. Part 8.

<sup>2</sup> 42 U.S.C. §§ 12101 et seq.; 28 C.F.R. Part 35.

## B. SECTION 504/24 CFR 8 – MAJOR PROVISIONS

[See <http://www.hud.gov/offices/fheo/disabilities/504keys.cfm>;

See also [http://www.access.gpo.gov/nara/cfr/waisidx\\_00/24cfr8\\_00.htm](http://www.access.gpo.gov/nara/cfr/waisidx_00/24cfr8_00.htm)]

1. New Construction [24 CFR § 8.22 (a) and (b)]. A minimum of 5 percent of the total dwelling units, or at least one unit (whichever is greater), must be made accessible for persons with mobility impairments, unless HUD prescribes a higher number or percentage pursuant to 24 C.F.R. § 8.23 (b)(2). An additional minimum of 2 percent of the units, or at least one unit (whichever is greater) must be made accessible for persons with hearing or vision impairments. In circumstances where greater need is shown, HUD may prescribe higher percentages than those listed above. [See 24 CFR 8.22(c).] Accessible units must be on an accessible route from site arrival points and connected by an accessible route to public and common use facilities located elsewhere on the site. Also, see visitability recommendations in Section I. of this Notice.
2. Substantial Alterations [24 CFR § 8.23 (a)]. If alterations are undertaken to a project that has 15 or more units and the cost of the alterations is 75 percent or more of the replacement cost of the completed facility, then the provisions of 24 CFR 8.22 (a) and (b) for new construction apply, with the sole exception that load bearing structural members are not required to be removed or altered.
3. Other Alterations [24 CFR § 8.23 (b)]. When other alterations are undertaken, including, but not limited to modernization, such alterations are required to be accessible to the maximum extent feasible, up until a point where at least 5 percent of the units in a project are accessible unless HUD prescribes a higher number or percentage pursuant to 24 CFR § 8.23 (b)(2). PHAs should also include up to 2 percent of the units in a development accessible for persons with hearing and vision impairments. See 24 CFR. § 8.32 (c) for exception regarding removing or altering a load-bearing structural member. (Note: these exceptions do not relieve the recipient from compliance utilizing other units/buildings/developments or other methods to achieve compliance with Section 504.)
4. Adaptable Units: Section 504 permits recipients to construct or convert adaptable units. A dwelling unit that is on an accessible route, as defined by Section 504 and UFAS, and is adaptable and otherwise in compliance with the standards set forth in 24 C.F.R. § 8.32 is “accessible”. Adaptable or adaptability means the ability of certain elements of a dwelling unit, such as kitchen counters, sinks and grab bars to be added to, raised, lowered, or otherwise altered to accommodate the needs of persons with or without disabilities, or to accommodate the needs of persons with different types or degrees of disabilities. An accessible route is defined as a continuous, unobstructed UFAS-compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32; UFAS. § 4.3. See 24 C.F.R. §§ 8.3 & 8.32; UFAS §§ 4.34.3-4.34.6.

Adaptable units may be appropriate when the PHA has no immediate demand for accessible units since adaptable units may be more marketable to families without disabilities. [NOTE: A unit that meets the requirements of the Fair Housing Act Design & Construction requirements is NOT equivalent to an Adaptable or Accessible Unit as defined by UFAS and Section 504.]

5. Uniform Federal Accessibility Standards (UFAS) 24 C.F.R. § 8.32 –  
[See <http://www.access-board.gov/ufas/ufas-html/ufas.htm>]

The applicable accessibility standards for purposes of complying with Section 504 are the Uniform Federal Accessibility Standards (UFAS). See 24 C.F.R. §§ 8.3; 8.32 and Appendix A to 24 C.F.R. § 40. Under 24 C.F.R. § 8.32, compliance with UFAS shall be deemed to comply with the accessibility requirements of 24 C.F.R. §§ 8.21, 8.22, 8.23 and 8.25. Departures from the technical and scoping requirements of UFAS are permitted where substantially equivalent or greater access and usability of the building is provided. See 24 C.F.R. § 8.32 (a). The Federal Access Board promulgates the UFAS. See <http://www.Access-Board.gov>. See also Section I.C., below.

**NOTE:** On July 23, 2004, the U.S. Access Board issued new Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA) Guidelines which cover new construction and alteration of a broad range of facilities in the private and public sectors and serve as the basis for enforceable accessibility standards issued by Federal Agencies, including HUD. These Guidelines, once adopted by HUD, will replace the current Uniform Federal Accessibility Standards (UFAS). However, they will only apply to new construction and planned alterations and generally will not apply to existing facilities except where altered. HUD recipients are not required to comply with the new guidelines until such time as HUD adopts them as enforceable standards. Information about the new guidelines may be obtained from the Access Board website at <http://www.access-board.gov/ada-aba.htm>.

6. Reasonable Accommodations [24 CFR §§ 8.20, 8.21, 8.24 and 8.33]. PHAs and other recipients of Federal financial assistance are required to make reasonable adjustments to their rules, policies, practices and procedures in order to enable an applicant or resident with a disability to have an equal opportunity to use and enjoy the housing unit, the common areas of a dwelling or participate in or access programs and activities conducted or sponsored by the PHA and/or recipient. When a family member requires a policy modification to accommodate a disability, PHAs must make the policy modification unless doing so would result in a fundamental alteration in the nature of its program or an undue financial and administrative burden. If providing such an accommodation would result in an undue financial and administrative burden, the PHA is required to take any other action(s) that would not result in an undue burden financial and administrative burden. (See also discussion of reasonable accommodation on Screening/Reasonable Accommodations in Section 2F(6) and reasonable accommodation under the Fair Housing Act in Section 1E(3). Note: A recipient is not required to accommodate an individual with a disability by modifying a rule or policy that is required by statute. Such a change would be a fundamental alteration of a program.

For example:

A PHA that does not allow residents to have pets must modify its policies and allow a tenant with a disability to have an assistance animal if the animal is needed to provide the resident with a disability an equal opportunity to use and enjoy the housing

- If the recipient provides transportation to PHA sponsored/funded functions or activities then a recipient must ensure that accessible transportation is provided to accommodate person with disabilities and their aides including the reasonable accompaniment of relative(s) or acquaintance(s).

PHAs and other recipients of Federal financial assistance are also required to provide reasonable accommodations to tenants and applicants with disabilities who need structural modifications to existing dwelling units and public use and common use areas in order to make effective use of the recipient's program. Under the regulations, this obligation may be met either by making and paying for requested structural modifications or by using other equally effective methods. See 24 CFR §§ 8.20, 8.21(c), 8.24. However, when the PHA is accommodating a resident's disability-related needs without making structural changes, the PHA shall give priority to those methods that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate. See 24 CFR §§ 8.21 (c), 8.24 (b) for a variety of suggested, but not all inclusive compliance methods.

As with other requested reasonable accommodations, PHAs and other recipients are not required to provide requested structural modifications if doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden. However, the PHA or other recipient is required to provide any other reasonable accommodation that would not result in an undue financial and administrative burden on the particular recipient and/or constitute a fundamental alteration of the program

. For example:

A PHA may be required to pay for and install a ramp to allow a resident who is a wheelchair user to have access to a dwelling unit that has a step at the front door if the resident cannot be accommodated by relocation to a different unit that meets the resident's needs.

- A PHA may be required to pay for and install grab bars in the resident's dwelling unit in order to accommodate a resident who has a mobility disability.
- A PHA may be permitted to transfer a resident with disabilities who needs an accessible unit to an appropriate available accessible unit or an appropriate accessible unit that can be modified in lieu of modifying the tenant's current inaccessible unit. .

**Note: this requirement to accommodate individual tenant's requests for accessible features is separate from the PHA's affirmative obligation to have an inventory of accessible units available for persons with disabilities pursuant to 24 C.F.R. §§ 8.22, 8.23 and 8.25.**

7. Distribution of Accessible Dwelling Units (24 CFR § 8.26). Required accessible dwelling units shall, to the maximum extent feasible and subject to reasonable health and safety requirements, be distributed throughout projects and sites and shall be available in a sufficient range of sizes and amenities so that persons with disabilities have choices of living arrangements comparable to that of other families eligible for assistance under the same program.

8. Occupancy of Accessible Dwelling Units (24 CFR § 8.27). PHAs shall adopt suitable means including providing information in its application packets, providing refresher information to each resident during annual re-certifications and posting notices in its Admissions & Occupancy Offices to ensure that information regarding the availability of accessible dwelling units reaches eligible persons with disabilities. The PHAs shall also modify its Admissions, Occupancy and Transfer policies and procedures in order to maximize the occupancy of its accessible units by eligible individuals whose disability requires the accessibility features of the particular unit.

PHAs shall also take reasonable non-discriminatory steps to maximize the utilization of accessible units by eligible individuals whose disability requires the accessibility features of the particular unit. To this end, when an accessible unit becomes vacant, the PHA shall:

- a. First, offer the unit to a current occupant with disabilities in the same development that requires the accessibility features of the vacant accessible unit and occupying a unit not having those accessibility features. The PHA must pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability.
- b. Second, if there is no current resident in the same development who requires the accessibility features of the vacant, accessible unit, the PHA will offer the unit to a current resident with disabilities residing in another development that requires the accessibility features of the vacant, accessible unit and occupying a unit not having those accessibility features.
- c. Third, if there is no current resident who requires the accessibility features of the vacant, accessible unit, then the PHA will offer the vacant, accessible unit to an eligible, qualified applicant with disabilities on the PHA's waiting list who can benefit from the accessible features of the available, accessible unit.
- d. Fourth, if there is not an eligible qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible unit, then the PHA should offer the available accessible unit to an applicant on the waiting list who does not need the accessible features of the unit. However, the PHA may require the applicant to execute a lease that requires the resident to relocate, at the PHA's expense, to a non-accessible unit within thirty (30) days of notice by the PHA that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit. *See* 24 C.F.R. § 8.27. Although the regulation does not mandate the use of the lease provision requiring the nondisabled family to move, as a best practice, the Department strongly encourages recipients to incorporate it into the lease. By doing so, a recipient may not have to retrofit additional units because accessible units are occupied by persons who do not need the features of the units. In addition, making sure that accessible units are actually occupied by persons who need the features will make recipients better able to meet their obligation to ensure that that their program is usable and accessible to persons who need units with accessible features. 24 CFR 8.20.

**Note:** A PHA may not prohibit an eligible disabled family from accepting a non-accessible unit for which the family is eligible that may become available before an accessible unit. The PHA is required to modify such a non-accessible unit as needed, unless the modification would result in an undue financial and administrative burden.

9. PHA Requirements for the Housing Choice Voucher Program (24 CFR § 8.28).  
[See Notice PIH 2005-05: New Freedom Initiative, Executive Order 13217: “Community-Based Alternatives for Individuals with Disabilities,” and the Housing Choice Voucher Program]

In carrying out the requirements of 24 CFR § 8.28, the PHA or other recipient administering a Housing Choice Voucher Program shall:

- (1) In providing notice of the availability and nature of housing assistance for low-income families under program requirements, adopt a suitable means to ensure that the notice reaches eligible individuals with disabilities and that they can have an equal opportunity to participate in the application process for the Housing Choice Voucher Program;
  - I. In its activities to encourage participation by owners, include encouragement of participation by owners having accessible units;
  - II. When issuing a Housing Voucher to a family which includes an individual with disabilities, include a current listing of available accessible units known to the PHA and, if necessary, otherwise assist the family in locating an available accessible dwelling unit;
  - III. Take into account the special problems of locating an accessible unit when considering requests by eligible individuals with disabilities for extensions of Housing Choice Vouchers; and
  - IV. In order to ensure that participating owners do not discriminate in the recipient’s Federally assisted program, a recipient shall enter into a HUD-approved contract with participating owners, which contract shall include necessary assurances of non-discrimination.

10. Non-housing Facilities (24 C.F.R. § 8.21). Newly constructed non-housing facilities shall be designed to be readily accessible to and usable by people with disabilities. Alterations to existing facilities shall be accessible to the maximum extent feasible – defined as not imposing an undue financial and administrative burden on the operations of the recipient’s program or activity. For existing non-housing facilities, PHAs shall operate each program or activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. There are a number of methods included in the regulation at 24 CFR § 8.21(c)(2) which may be used to accomplish accessibility in existing non-housing programs and activities. For example:

A PHA operates a community center. The PHA wishes to provide a tutoring program and the only available space available after school is on an

inaccessible second floor. A child who uses a wheelchair and lives in the PHA development served by the community center wishes to participate in the tutoring program. The PHA may provide space on the first floor for the child to work with his tutor or make tutoring available at another location that is accessible and convenient to the child as an alternative to installing an elevator or chair lift to get the child to the second floor tutoring site.

Departures from UFAS are permitted as outlined on Section I. B, item 5 of this Notice.

11. Accessibility Standards (24 CFR § 8.32). The design, construction or alteration of buildings in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with accessibility requirements of 24 CFR §§ 8.3, 8.21, 8.22, 8.23 and 8.25 with respect to those buildings. This does not require building alterations to remove or alter a load-bearing or structural member.
12. Common Areas. Section 504 and Title II of the ADA require that a PHA operate each existing housing program or activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. *See* 24 C.F.R. § 8.24(a) and 28 C.F.R. § 35.150 (a).

Therefore, the PHA must ensure that its common areas and public spaces serving its designated accessible units, including, but not limited to, community buildings, management offices, meeting rooms, corridors, hallways, elevators, entrances, parking, public transportation stops, social service offices, mail delivery, laundry rooms/facilities, trash disposal, playgrounds, child care centers, training centers and recreational centers, are accessible to individuals with disabilities. In the alternative, the PHA may offer the program, service or activity, currently located in an inaccessible location, in an equivalent, alternate accessible location.

Specifically, a PHA may comply with the requirements of 24 C.F.R. § 8.24 through such means as reassignment of services to accessible buildings, assignment of aides to beneficiaries, provision of housing or related services at alternate accessible sites, alteration of existing facilities and construction of new facilities, or any other methods that result in making its programs or activities readily accessible to and usable by individuals with disabilities. In choosing among available methods, the PHA shall give priority to those methods that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate. *See* 24 C.F.R. § 8.24 (b).

### **C. ARCHITECTURAL BARRIERS ACT (ABA) OF 1968/24 CFR 40 – MAJOR PROVISIONS**

Accessibility Standards for Design, Construction and Alteration of Publicly Owned Residential Structures (24 CFR § 40.4) - The Architectural Barriers Act (ABA) provides that residential structures that are (1) constructed or altered by or on behalf of the United States; (2) leased in whole or in part by the United States after August 12, 1968, if constructed or altered in accordance with plans or specifications of the United States; or (3) financed in whole or in part by a grant or loan made by United States after August 12, 1968; shall be constructed to ensure that persons with physical disabilities have access to and use of these structures. Buildings constructed with Federal funds are subject to the ABA. *See* 24 C.F.R. § 40.2.



All residential structures designed, constructed or altered that covered by the ABA must comply with the accessibility requirements of the Uniform Federal Accessibility Standards (UFAS).

UFAS Notes:

- Under the Architectural Barriers Act, four standard setting agencies—the General Services Administration, HUD, the Department of Defense, and the United States Postal Service (USPS) are responsible for development of the standards for Federal facilities, currently the UFAS.
- Figure 47(a) in UFAS does not permit the water closet to encroach on the clear, unobstructed (*see* UFAS §3.5) floor space required to provide an unobstructed 60” turning circle. *See* UFAS § 4.34.2(2).
- UFAS includes a definition of structural impracticability that does not require changes if such changes would result in the removal or alteration of a load-bearing structural member and/or an increased cost of 50 percent or more of the value of the element of the building or facility. *See* UFAS § 3.5. This does not alleviate the recipient’s responsibility for making its programs and housing units accessible to persons with disabilities.
- The exception for bathrooms found at Section 4.22.3 of UFAS is not applicable to dwelling unit bathrooms.
- UFAS Section 4.34.2(15)(c) requires at least two bedrooms in dwelling units with two or more bedrooms to be accessible and located on an accessible route. PHAs need to be mindful that new construction or substantial rehabilitation of multistory dwelling units must be in compliance with this requirement. Further, the Department wishes to encourage designs that provide persons with disabilities access to all parts of their dwelling units, and therefore encourages PHAs to take advantages of the strategies outlined in the PIH guidebook, *Strategies for Providing Accessibility and Visitability for Hope VI and Mixed Finance Homeownership.*” This guidebook may be found at the following link: <http://www.hud.gov/offices/pih/programs/ph/hope6/pubs/index.cfm>.
- Because UFAS does not fully address accessibility of units for persons with impaired hearing, for the 2% units that are required to be accessible for persons with hearing impairments, it is recommended that PHAs follow either the 1998 or 2003 edition of ICC/ANSI A117.1 Standard for Accessible and Usable Buildings and Facilities. The 1998 edition includes criteria for such dwelling units in Chapter 10, Section 1004, Dwelling Units with Accessible Communication Features. The 2003 edition includes these criteria in Chapter 10, Section 1005. These Standards are available through the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, VA 22041-3405.

Note: The U. S. Access Board issued new ADA and ABA Accessibility Guidelines in July 2004. See the note about this on Page 4, Item B.5.

**D. AMERICANS WITH DISABILITIES ACT OF 1990/28 CFR 35 FOR TITLE II (SEE WWW.ADA.GOV) –**

1. Applicability. Title II of the ADA prohibits discrimination on the basis of disability by public entities. Public entity means any state or local government; or any department, agency, special purpose district or other instrumentality of a State or States or local government, including a PHA. See 28 CFR §§ 35.102 and 35.104.
2. Maintenance of Accessible Features. A public entity shall maintain in operable working condition those features of facilities and equipment that are required to be readily accessible to and usable by persons with disabilities (28 CFR § 35.133).
3. Non-discrimination. A public entity shall operate each service, program or activity so that when viewed in its entirety, each service, program or activity is readily accessible to and usable by individuals with disabilities (28 CFR § 35.150).
4. Design and Construction. Each facility or part of a facility constructed by, on behalf of, or for the use of a public entity shall be designed and constructed in such a manner that the facility is readily accessible to and usable by individuals with disabilities, if the construction was commenced after January 26, 1992 (28 CFR § 35.151(a)).
5. Alterations. Each facility or part of a facility altered by, on behalf of, or for the use of a public entity in a manner that effects or could effect the usability of the facility or part of the facility shall, to the maximum extent feasible, be altered in such a manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities if the alteration was commenced after January 26, 1992. (28 CFR § 35.151(b)).
6. Accessibility standards. Design, construction, or alteration of facilities in conformance with the UFAS or with the ADA Accessibility Standards (ADA Standards) shall be deemed to comply with requirements of 28 CFR § 35.151 except that the elevator exemption contained at §§ 4.1.3(5) and 4.1.6(1)(j) of the ADA Standards shall not apply. (28 CFR § 35.151(c)). (Note: The title II regulations at 24 CFR Part 35 contain extensive requirements that apply to public entities, including PHAs, and should be reviewed in their entirety to ensure compliance with the ADA.).
7. Common Areas. Section 504 and Title II of the ADA require that a PHA operate each existing housing program or activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. See 24 C.F.R. § 8.24(a) and 28 C.F.R. § 35.150 (a).

Therefore, the PHA must ensure that its common areas and public spaces serving its designated accessible units, including, but not limited to, community buildings, management offices, meeting rooms, corridors, hallways, elevators, entrances, parking, transportation stops, social service offices, mail delivery, laundry rooms/facilities, trash disposal, playgrounds, child care centers, training centers and

recreational centers, are accessible to individuals with disabilities. In the alternative, the PHA may offer the program, service or activity, currently located in an inaccessible location, in an equivalent, alternate accessible location.

Specifically, a PHA may comply with the requirements of 28 C.F.R. § 35.150(a) through such means as reassignment of services to accessible buildings, assignment of aides to beneficiaries, provision of housing or related services at alternate accessible sites, alteration of existing facilities and construction of new facilities, or any other methods that result in making its programs or activities readily accessible to and usable by individuals with disabilities. In choosing among available methods, the PHA shall give priority to those methods that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate. *See* 24 C.F.R. § 8.24 (b).

#### **E. THE FAIR HOUSING ACT/24 CFR PART 100**

[*See* <http://www.usdoj.gov/crt/housing/title8.htm>;

*see also* [http://www.access.gpo.gov/nara/cfr/waisidx\\_00/24cfr100\\_00.html](http://www.access.gpo.gov/nara/cfr/waisidx_00/24cfr100_00.html)]

##### **1. Illegal Inquiries (24 CFR § 100.202) – The Fair Housing Act makes it unlawful for a housing provider to:**

- Ask if an applicant for a dwelling has a disability or if a person intending to reside in a dwelling or anyone associated with an applicant or resident has a disability, or
- Ask about the nature or severity of a disability of such persons.

Housing providers may make the following inquiries, provided these inquiries are made of all applicants, regardless of whether the applicant appears to have a disability or says he or she has a disability;

- An inquiry into an applicant's ability to meet the requirements of tenancy;
- An inquiry to determine if an applicant is involved in current, illegal use of drugs;
- An inquiry to determine if an applicant qualifies for a dwelling legally available only to persons with a disability or to persons with a particular type of disability. A PHA may inquire whether an applicant has a disability for determining if that person is eligible to live in mixed population (elderly/disabled) housing or housing designated for persons with disabilities;
- An inquiry to determine if an applicant qualifies for housing that is legally available on a priority basis to persons with disabilities or to persons with a particular disability. This means a PHA may ask applicants if they need units with accessible features, including units designed to be accessible for persons with hearing and/or visual impairments, or if they qualify for a housing choice voucher designated for persons with disabilities only.

Verification of eligibility for PHA programs and benefits for persons with disabilities: PHAs are required to verify that an applicant qualifies as a person with a disability before permitting them to move to housing designated for persons with disabilities, or granting the \$400 rent calculation deduction, disability expense allowance, or deduction for unreimbursed medical expenses. Applicants and residents cannot be compelled to reveal that they have a disability; however, if they do not, they may not receive any of the benefits that such status confers. The wisest course is to ask **all** applicants whether they wish to claim disability status or need any special unit features or methods of communication for persons with disabilities.

**Note:** The PHA should explain the consequences of the disclosure of one's disability as having possible benefits in rent calculation or an accessible unit, and required verification of disability prior to receipt of the particular benefit at issue. The verification issue is discussed in greater detail in Chapter 4 of the *Public Housing Occupancy Guidebook* (June 2003)

Verification of disability and need for requested reasonable accommodation(s): To verify that an applicant is a person with a disability, PHA staff can first check to see whether the applicant is under age 62 and receives either Social Security Disability Income (SSDI) or Supplemental Security Income (SSI) income. Receipt of such disability income is sufficient verification that an individual qualifies as a person with a disability. However, individuals with disabilities who do not receive SSI or SSDI may still qualify as a person with a disability under the statutory definitions of disability. In these cases, the individual with a disability may need to provide supporting documentation. (**Note:** Refer to Chapter 4 of the *Public Housing Occupancy Guidebook* (June 2003) for further information.)

If a person requests a reasonable accommodation, then the PHA may need to verify that the person is a qualified individual with a disability and whether a requested accommodation is necessary to provide the individual with an equal opportunity to use or enjoy a dwelling unit, including the public and common areas. In doing so, PHAs should only ask for information that is actually necessary to verify that the person has a disability and that there is a reasonable nexus between the individual's disability and the requested accommodation(s). PHAs are not permitted to inquire about the nature or severity of the person's disability. Further, PHA staff may never inquire about an individual's specific diagnosis or details of treatment. If a PHA receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment and/or information regarding the nature or severity of the person's disability, the PHA should immediately dispose of this confidential information; this information should never be maintained in the individual's file. Under no circumstances should a PHA request an applicant's or resident's medical records, nor should PHAs require that applicants or residents submit to physical examinations or medical tests such as TB testing, or AIDS testing as a condition of occupancy. For further information about verification of disability related to requests for reasonable accommodation, see HUD and DOJ *Joint Statement on Reasonable Accommodations under the Fair Housing Act* (May 17, 2004).

<http://www.hud.gov/utilities/intercept.cfm?/offices/fheo/library/huddojstatement.pdfnquiries> related to

**Note:** It is a violation of Section 504 and the Fair Housing Act for a PHA to inquire whether an applicant or tenant is capable of “living independently.” Courts have consistently held that this is not a legitimate inquiry to make of applicants or residents in HUD-assisted housing and PHAs should ensure that their screening materials do not include questions related to such an inquiry.

2. Reasonable Modification to Existing Premises (24 CFR § 100.203) – Applies to private owners participating in housing choice voucher programs or other tenant-based programs, as well as to PHA owners of existing public housing units (But see Note below).

Under the Fair Housing Act, it is unlawful for an owner to refuse to permit a person with a disability, at their own expense, to make reasonable modifications of existing premises occupied or about to be occupied by a person with a disability if such modification may be necessary to afford the person with a disability full enjoyment of the premises. Under certain circumstances the owner may require the tenant to pay into an escrow account funds necessary to restore the interior of the unit to its original condition if the modification would interfere with the owner or next resident’s full enjoyment of the premises (see regulation for further requirements and guidance.) An owner may require that a resident restore modifications to the interior of the unit.

**Note:** PHAs must follow the more stringent reasonable accommodation requirements of 24 CFR §§ 8.4, 8.20, 8.24 and 8.33, which require PHAs to pay the cost of structural changes to facilities unless the PHA can accommodate the individual with a disability by equally effective means, or unless such structural changes would result in an undue financial and administrative burden (in such cases, the PHA must provide other alternative reasonable accommodation(s).) See also, discussion of reasonable accommodation under Section 504 above.

3. Reasonable Accommodation (24 CFR § 100.204) - Applies to private owners participating in Housing Choice Voucher programs, PHAs and all housing providers that are recipients of Federal financial assistance. PHAs are also covered under Section 504. (See Section I.B. above.) The Fair Housing Act makes it unlawful for any person to refuse to make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling unit, including public and common use areas (see regulation for further requirements and guidance). See HUD and DOJ *Joint Statement on Reasonable Accommodations under the Fair Housing Act* (May 17, 2004).  
<http://www.hud.gov/utilities/intercept.cfm?/offices/fheo/library/huddojstatement.pdf>.

4. Design & Construction Requirements (24 CFR § 100.205) - applies to housing regardless of whether it receives federal financial assistance. The Fair Housing Act requires that covered multifamily dwellings, available for first occupancy after March 13, 1991 shall be designed and constructed so that:

- a. At least one building entrance is on an accessible route unless impractical due to terrain [24 CFR § 100.205(a)],
- b. Public and common use areas are accessible [24 CFR § 100.205(c)(1)],
- c. All doors into and within all premises are wide enough for passage by persons using wheelchairs [24 CFR § 100.205(c)(2),
- d. All premises within covered multifamily dwelling units contain the following features of adaptable design:
  - (i) An accessible route into and through the dwelling unit [24 CFR § 100.205(c)(3)(i)]
  - (ii) Light switches, outlets, electrical outlets, thermostats and other environmental controls, etc. are in accessible locations [24 CFR § 100.205(c)(3)(ii)]
  - (iii) Reinforcements in bathroom walls for later installation of grab bars [24 CFR § 100.205(c)(3)(iii)]
  - (iv) Usable kitchens and bathrooms for people using wheelchairs [24 CFR § 100.205(c)(3)(iv)]

The Act defines “covered multifamily dwelling” as:

- a. dwellings in buildings with four or more units served by one or more elevators, and
- b. ground floor units in other buildings with four or more units except townhouses without internal elevators.

On March 6, 1991, the Department published Fair Housing Accessibility Guidelines to give the building industry a safe harbor for compliance with the accessibility requirements of the Act. *See* 56 Federal Register 9472-9515, March 6, 1991. [[See http://www.hud.gov/offices/fheo/disabilities/fhefhag.cfm](http://www.hud.gov/offices/fheo/disabilities/fhefhag.cfm).] These Guidelines were supplemented by the following notice, “Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers About the Guidelines”, published in the Federal Register on June 28, 1994 (59 Federal Register 33362-33368, June 28, 1994). These Guidelines and the Supplemental Notice apply ONLY with respect to the accessibility requirements of the Fair Housing Act.

Following reviews of certain building code documents and two subsequent editions of the ANSI A117.1 standard, the Department currently recognizes eight documents as providing a safe harbor for meeting the accessibility requirements of the Fair Housing Act. NOTE: Once gain; these safe harbors only apply to the Fair Housing Act. They do not apply to the accessibility requirements mandated under Section 504 of the Rehabilitation Act for HUD-assisted housing. The eight safe harbors are:

1. HUD’s March 6, 1991 Fair Housing Accessibility Guidelines (the Guidelines) and the June 28, 1994 Supplemental Notice to Fair Housing Accessibility Guidelines: Questions and Answers About the Guidelines;

2. ANSI A117.1-1986 – Accessible and Usable Buildings and Facilities, used in conjunction with the Act, HUD’s regulations and the Guidelines;
3. CABO/ANSI A117.1-1992 – Accessible and Usable Buildings and Facilities, used in conjunction with the Act, HUD’s regulations, and the Guidelines;
4. ICC/ANSI A117.1-1998 - Accessible and Usable Buildings and Facilities, used in conjunction with the Act, HUD’s regulations, and the Guidelines;
5. HUD’s Fair Housing Act Design Manual;
6. Code Requirements for Housing Accessibility 2000 (CRHA), approved and published by the International Code Council (ICC), October 2000;
7. International Building Code (IBC) 2000, as amended by the IBC 2001 Supplement to the International Codes; and
8. 2003 International Building Code (IBC), with one condition.

Effective February 28, 2005 HUD determined that the IBC 2003 is a safe harbor, conditioned upon ICC publishing and distributing a statement to jurisdictions and past and future purchasers of the 2003 IBC stating, “ICC interprets Section 1104.1, and specifically, the Exception to Section 1104.1, to be read together with Section 1107.4, and that the Code requires an accessible pedestrian route from site arrival points to accessible building entrances, unless site impracticality applies. Exception 1 to Section 1107.4 is not applicable to site arrival points for any Type B dwelling units because site impracticality is addressed under Section 1107.7.”

**Note:** It should be noted that the ANSI A117.1 standard contains only technical criteria, whereas the Fair Housing Act, HUD’s regulations, and the Guidelines contain both scoping and technical criteria. Therefore, in using any of the ANSI standards, it is necessary to also consult the Fair Housing Act, HUD’s regulations, and the Guidelines for the scoping requirements. The CRHA and the IBC contain both scoping and technical criteria and are written in building code language.

**Note:** In many cases, properties constructed with Federal financial assistance must meet both the Section 504 new construction requirements applicable to PHAs at 24 CFR § 8.22 and the Fair Housing Act design and construction requirements. For example:

- An elevator building constructed with Federal financial assistance would be required to have 100% of the dwelling units meet the Fair Housing Act design and construction requirements (24 CFR 100.205), and of this 100%, 5% would also need to comply with the stricter accessibility requirements of Section 504 and 24 CFR 8.22. .

**Note:** Section 504 requires that an additional 2 percent of the units must be accessible for persons with vision or hearing impairments. 24 C.F.R. § 8.22 (b).

- Section 504 would require that a newly-constructed 100-unit two-story walk-up apartment building with no elevator that is constructed with Federal financial assistance is required to have a total of five accessible units for persons with mobility disabilities (5% of 100 units = 5 accessible units). If half of the 100 units were on the ground floor and half on the second floor, all 5 units would be required to be on the ground floor and built to comply with the Section 504 accessibility requirements at 24 CFR §§ 8.22 and 8.32. In addition, since all of the ground floor units are subject to the Fair Housing Act's design and construction requirements, all of the units on the ground floor would need to meet these requirements. For the most part, the 5% units designed to comply with Section 504 will meet the Fair Housing Act requirements, however, as noted above, there are a few Fair Housing Act requirements that are not required under Section 504. .

**Note:** Section 504 requires that an additional 2 percent of the units must be accessible for persons with vision or hearing impairments. These units can be located on either floor of the two-story walk-up, non-elevator building. *See* 24 C.F.R. § 8.22 (b).

- A development consisting entirely of multi-story dwelling units is not a covered multifamily dwelling for purposes of the design and construction requirements at 24 CFR § 100.205 unless any of the multistory dwelling units have an internal elevator. If any of the multistory dwelling units has an internal elevator, that dwelling unit and any public and common use spaces would be required to be accessible.. However, Section 504 would require that the development provide 5% of the units accessible for persons with mobility disabilities and an additional 2% accessible for persons with hearing or vision impairments. This can be accomplished by making 5% of the multi-story units accessible or by making building 5% of the development as single-story accessible units. *See* 24 CFR § 8.22. (A single story townhouse development of 4 or more units would also have to comply with the Fair Housing Act design and construction requirements).
- ICC Interprets Section 1104.1 and, specifically, the exception to Section 1104.1, to be read together with Section 1107.4, and that the Code requires an accessible pedestrian route from site arrival points to accessible building entrances unless site impracticality applies. Exception 1 to Section 1107.4 is not applicable to site arrival points for any "Type B" dwelling units because site impracticality is addressed under Section 1107.7.

## **F. UNIVERSAL DESIGN**

Universal Design is a design concept that encourages the construction or rehabilitation of housing and elements of the living environment in a manner that makes them usable by all people, regardless of ability, without the need for adaptation or specialized design. The intent of universal design is to simplify life for everyone by making products and the building environment more usable to as many people as possible at little or no extra cost. Universal design should strive for social integration and avoidance of discrimination, stigma, and dependence. By designing housing that is accessible to all there will be an increase in the



availability of affordable housing for all, regardless of age or ability. *See* <http://www.design.ncsu.edu/cud>.

**Note:** Universal Design concepts do not typically reach all of the requirements of accessibility laws like Section 504 and the Fair Housing Act and that care must be taken to ensure that the requirements of all applicable laws are met in projects promoting universal design.

## **II. PROGRAM SPECIFIC COMPLIANCE/ACTIVITIES**

### **A. HOUSING CHOICE VOUCHER PROGRAM**

[*See* Notice PIH 2005-05: New Freedom Initiative, Executive Order 13217: “Community-Based Alternatives for Individuals with Disabilities,” and the Housing Choice Voucher Program]

1. PHAs may give preference in admission to applicants with disabilities based on local needs and priorities. However, the PHA may not give a preference for admission of persons with a specific disability. *See* 24 CFR § 982.207(b)(3).
2. A person with disabilities may choose a suitable unit from among units available for rent in the local rental market.
3. The HUD field office may approve an exception payment standard amount within the upper range (between 110-120% of the Fair Market Rent) if required as a reasonable accommodation for a family that includes a person with disabilities. Any exceptions to the payment standards would be granted as a reasonable accommodation after the family with a person with disabilities locates a unit if needed as a reasonable accommodation. *See* 24 CFR § 982.503(c)(2)(ii). Requests for exception rents above 120% that are needed as a reasonable accommodation to a person with a disability to allow the person to rent an appropriate unit must be submitted to HUD headquarters for regulatory waiver and approval.
4. A PHA may approve the leasing of a unit from a relative to provide reasonable accommodation for persons with disabilities. This provision does not apply to shared housing. *See* 24 CFR §§ 982.306(d), 982.615 (b)(3).
5. Owners of private rental units leased with voucher assistance must make reasonable accommodations in rules, policies, practices or services if necessary for a person with disabilities to use the housing and must allow the person with a disability to make reasonable modifications in accordance with 24 C.F.R. § 100.203. *See also* 24 CFR § 100.204 (a).

### **B. SECTION 8/HOMEOWNERSHIP OPTION 24 CFR § 982.625 – THRU § 982.643**

1. A disabled family meets the first-time homeowner requirement even if the family owned a home within the last three years if use of the homeownership option is needed as a reasonable accommodation so that the housing choice voucher program is readily accessible to and usable by the family member with a disability. 24 CFR § 982.(b)(3).

2. The PHA must count welfare assistance for a disabled family in determining whether the family meets the minimum annual income used to determine if a family member qualifies for commencement of home ownership assistance. *See* 24 CFR § 982.627(c)(2)(ii).
3. The full-time employment eligibility requirement does not apply to a family with a disability. 24 CFR§ 982.627(d)(3).
4. The limit on the length of time a family may receive homeownership assistance does not apply to families with disabilities. 24 CFR§ 982.634(c).
5. Covered homeownership expenses may include principal and interest on mortgage debt incurred by the family to finance the cost of making the home accessible for a family member with a disability if the PHA determines the allowance of such costs is needed as a reasonable accommodation. 24 CFR § 982.635(c)(vii).
6. HUD published an interim rule on June 22, 2001, to implement the three-year pilot program authorized by section 302 of the American Homeownership and Equal Opportunity Act of 2000. Under the pilot program, PHAs may admit families with disabilities whose annual income is greater than 80 percent of the area median into the pilot program. (However, if the annual income of a family with a disability participating in the pilot program exceeds 80 percent of the area median income, the amount of assistance the family would normally receive under the subsidy formula for the basic homeownership option is reduced.) Under the pilot, the PHA may also permit the family to move to a new unit with continued homeownership assistance if the PHA determines that the default is due to catastrophic medical reasons or due to the impact of a Federally declared major disaster or emergency.

### **C. PROJECT-BASED VOUCHER PROGRAM**

1. PHAs, at their discretion, may choose to use up to 20 percent of their tenant-based assistance for project-based subsidies to encourage the development of projects for persons with disabilities.
2. Under the new law governing project-based assistance, only 25 percent of the units in a building may be subsidized. However, the law allows an exception for projects for families with disabilities, elderly families and for families who receive supportive services.

**NOTE:** 24 CFR § 982.207(b) states that PHAs may adopt a preference in their project-based voucher program for admission of families that include persons with disabilities, but may not adopt a preference for admission of persons with a specific disability. PIH may waive this regulation, if, and only if the proposed preference meets the requirements of 24 CFR § 8.4(b)(1)(iv) which states that a recipient of Federal funds may not, solely on the basis of disability, provide different or separate housing, aid, benefit, or services to individuals with disabilities or to any class of individuals with disabilities from that provided to others, unless *such action is*

*necessary to provide qualified individuals with disabilities with housing, aid, benefits, or services that are as effective as those provided to others.*

#### **D. CAPITAL FUND PROGRAM**

Planning. Regulations governing the Capital Fund at 24 CFR 968 require compliance with statutory and regulatory requirements prohibiting discrimination against persons with disabilities. PHAs must ensure that all work is in compliance with these requirements in conducting Capital Fund activities.

- a. Substantial Alterations. The requirements for new construction at 24 CFR § 8.22(a) and (b) are applicable for all units that are substantially altered. [See definition of *substantial alteration* at 24 CFR § 8.23(a)].
- b. Other Alterations. If alterations are not substantial, then PHAs are required to provide accessible units up to 5 percent of the units in the development or replace the elements being modernized with accessible elements in all units of the project. PHAs should provide an additional 2 percent of the units for persons with hearing or vision impairments. See 24 C.F.R. § 8.23 (b).
- c. Reasonable Accommodations. PHAs should include in their projections of modernization needs amounts to cover known and projected alterations to units and facilities to address reasonable accommodation requests on a case-by-case basis.
- d. Residents/Advocacy Consultation. PHAs are encouraged to ensure that, at least yearly, residents with disabilities and advocates for persons with disabilities have an opportunity to provide input on modernization plans and activities.

The housing needs of persons with disabilities, accessible units and compliance with Section 504, the ADA, and the FHA are required to be addressed in accordance with 24 CFR § 903.7. Also, see 24 CFR Part 903 for additional related requirements.

**Note:** Modernization activities covered by statutory civil rights requirements such as Section 504, the ABA, the FHA and the ADA take precedence over non-emergency modernization activities.

#### **E. HOPE VI**

1. HOPE VI Notice of Funding Availability (NOFA) Accessibility Requirements. The design of proposed new construction and/or rehabilitation of housing must conform to the civil rights statutes and regulations delineated in each Grantee's Grant Agreement.
2. Accessible For-Sale Units. The HOPE VI Program encourages PHAs to include 5 percent of for-sale units accessible for persons with mobility impairments and 2 percent for persons with hearing and vision impairments.

3. Visitability. The HOPE VI Program strongly encourages making as many “visitable” units as possible. Visibility standards recommended by HUD apply to units that are not otherwise covered by accessibility requirements. The elements of visitability are also described in the Glossary of HOPE VI terms, which is posted to the HOPE VI website. See <http://www.hud.gov/hopevi>.
4. Advocacy Consultation/Participation. The HOPE VI Program encourages PHAs to work with local advocacy groups that represent persons with disabilities, the elderly and other special needs populations in developing HOPE VI plans.
5. Relocation Units. HOPE VI funds can be used to modify units to be occupied by families in the housing choice voucher program to make them accessible for residents with disabilities. The Department has determined that the costs of accessibility modification in rental units which are necessary for persons with disabilities who receive tenant-based relocation assistance under the voucher program in connection with a HOPE VI project are eligible HOPE VI expenditures. The method of implementation is to be determined by each individual locality.
6. Homeownership Design Handbook. To order a copy of strategies for providing accessibility and visitability for HOPE VI and mixed finance homeownership, go to the publications and resources page of the HOPE VI website at <http://www.hud.gov/offices/pih/programs/ph/hope6/pubs/index.cfm>.
7. Designated Housing Plans. All allocation plan applications for designated housing are now published on HUD’s web site at [www.hud.gov/pih](http://www.hud.gov/pih).
8. Single People with Disabilities. The HOPE VI program encourages 1 bedroom units for single people with disabilities.
9. Accessible Townhouse Design. In addition to the designs already available and in use, HOPE VI will continue to explore design alternatives for townhouse dwellings.

## **F. ADMISSION/OCCUPANCY**

1. Application Process. PHAs must ensure that all employees who are involved in the application process understand how to conduct tenant selection and screening without discriminating on the basis of any protected class, in particular applicants with disabilities. All application offices must be accessible. The PHA must provide accessible materials for persons with sight and hearing impairments and otherwise provide effective communication, upon request. See 24 C.F.R. § 8.6.. A PHA must make special arrangements to take the application of persons who are unable to come to the PHA’s offices because of a disability. At the initial point of contact with each applicant, the PHA must inform all applicants of alternative forms of communication. See 24 C.F.R. § 8.6.
2. Effective Communication/Provision of Auxiliary Aids & Services:

The PHA shall provide appropriate auxiliary aids and services, where necessary, to afford an individual with disabilities an equal opportunity to participate in the PHA’s

programs, services and activities. In determining what auxiliary aids are appropriate, the PHA shall give primary consideration to the request(s) of the individual with disabilities unless doing so would result in a fundamental alteration of the PHA's programs or in undue financial and administrative burden. If an action would result in such an alteration or burdens, the PHA shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that, to the maximum extent possible, individuals with disabilities receive the benefits and services of the PHA's program or activity.

The PHA is not required to provide individually prescribed devices, readers for personal use or study, or other devices of a personal nature. *See* 24 C.F.R. § 8.6, 28 C.F.R. §§ 35.160 and 35.161.

When the PHA has initial contact with the applicant, resident, or member of the public, the PHA staff should ask whether the applicant, resident, or member of the public requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to: the provision of a qualified sign language interpreter; having written materials explained orally by staff either in person or by telephone; provision of written materials in large/bold font; information on audiocassette; permitting applicants to file applications by mail; and permitting alternative sites for the receipt of applications.

In addition, the PHA may never require the applicant to provide, or pay for, his/her own sign language interpreter. Rather, it is always the PHA's responsibility to provide, upon request, a qualified sign language interpreter. However, the PHA's responsibility to provide a qualified sign language interpreter does not preclude an individual's right to have a friend, relative or advocate accompany him/her for purposes of conducting business with the PHA.

3. Live-in-Aides. In some cases, individuals with disabilities may require a live-in-aide. A PHA should consider a person a live in aide if the person: (1) is determined to be essential to the care and well being of a family member with a disability; (2) is not obligated to support the family member; and (3) would not be living in the unit except to provide the supportive services. A live-in-aide should not be required to share a bedroom with another member of the household. *See* 24 CFR §§ 966.4(d)(3) and 982.316], 982. 402(b).
4. Verification. The PHA may verify a person's disability only to the extent necessary to ensure that applicants are qualified for the housing for which they are applying; that applicants are qualified for deductions used in determining adjusted income; that applicants are entitled to any preference they may claim; and that applicants who have requested a reasonable accommodation have a need for the requested accommodation. A PHA may not require applicants to provide access to confidential medical records in order to verify a disability nor may a PHA require specific details as to the disability. A PHA may require documentation of the manifestation of the disability that causes a need for a specific reasonable accommodation or accessible unit. A PHA may not seek the individual's specific diagnosis, nor may the PHA seek information regarding the nature, severity or effects of the individual's disability.

5. Vacant Accessible Units. In order to maximize the use of accessible features of the unit, if an appropriate size accessible unit is not available, a PHA may consider over-housing an applicant with a disability who needs an accessible unit. *See* 24 C.F.R. § 8.27. If there is not an eligible, qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, accessible or adaptable unit, then the PHA may offer the unit to an applicant on the waiting list or another resident who does not need the accessible features of the unit. *See* 24 C.F.R. § 8.27. However, the PHA may require the applicant or resident to execute a Lease/Lease Addendum that requires the resident to relocate at the PHA's expense to a vacant, non-accessible unit within thirty (30) days of notice by the PHA that there is an eligible applicant or existing resident with disabilities who requires the accessibility features of the unit. See discussion in Section I.B(8).

In addition, the PHA should maintain an adequate pool of eligible applicants with disabilities who require accessible or adaptable units so that when such a unit becomes available, there is an eligible applicant with disabilities ready and willing to rent the unit. *See* 24 C.F.R. § 8.27. The PHA should also conduct outreach activities for income-eligible persons with disabilities. The outreach activities may include, but is not limited to publicity/advertising in local print media, contacts with advocacy groups representing persons with disabilities and other entities that come into contact with persons with disabilities such as social service agencies, medical providers, etc.

**Reminder** – As noted previously in Paragraph B. 7 – “Occupancy of Accessible Dwelling Units” – Section 504 requires that accessible units must be offered first to a current PHA resident in need of the accessible features of the available accessible unit and second, to a qualified applicant with a disability on the PHA’s waiting list who requires the accessibility features of the vacant, accessible unit. *See* 24 C.F.R. § 8.27.

6. Screening/Reasonable Accommodations. Many applicants with disabilities will pass screening, will not need a reasonable accommodation, will not need special accessibility features, and will be admitted in exactly the same manner as applicants without disabilities. Applicants who fail screening will receive a rejection letter. This letter must provide all applicants with information concerning the PHA’s informal review process and their right to request a hearing. The letter must also state that applicants with disabilities have the right to request reasonable accommodations to participate in the informal hearing process. The PHA is obligated to provide such reasonable accommodation unless doing so would result in a fundamental alteration in the nature of the PHA’s program.

If requested by the applicant, a PHA must consider verifiable mitigating circumstances that explain and/or overcome any prior misconduct related to a previous tenancy. If a reasonable accommodation would allow an applicant with a disability to meet the eligibility requirements for housing, a housing provider must provide the requested accommodation.

A reasonable accommodation allows the applicant with a disability to meet essential requirements of tenancy; it does not require the PHA to reduce or waive essential eligibility or residency requirements. Examples of reasonable accommodations

include, but are not limited to: physical alteration of units; making services and programs currently located in an inaccessible location in an alternate, accessible location; and revising the PHA's policies and procedures. The PHA should focus on finding a reasonable accommodation that will permit the applicant with a disability to comply with the essential obligations of tenancy. A PHA is not required to excuse the applicant from meeting those requirements. The PHA should provide all applicants with information regarding the PHA's Reasonable Accommodation Policy and Procedures at the time they apply for admission and at every annual re-certification. Each PHA must have a reasonable accommodation policy. The PHA's responsibility to provide reasonable accommodations for applicants and residents is present at all times, including during lease enforcement. See discussion in Section I.B.(6).

7. Unit Size. In public housing, a family with a disability may need a unit that is larger than the PHA's permitted occupancy standards. It is unlawful to fail to provide a reasonable accommodation which denies such a family the opportunity to apply for and obtain a larger unit if the disability of the family member requires this type of accommodation.
8. Unit Location. In public housing, a family applying for a unit or requesting a transfer may need a first floor unit due to a disability.

**Note:** Persons with disabilities cannot be required to occupy first floor units in elevator buildings, or in non-elevator buildings if the person is able to and wishes to use stairs.

9. Pets: Regular PHA pet policies do not apply to animals that are used to assist persons with disabilities and are necessary as a reasonable accommodation. [An "Assistance Animal" is an animal that is needed as a reasonable accommodation for persons with disabilities. An assistance animal is not considered a "pet" and thus, is not subject to the PHA's pet policy. Assistance animals are animals that work, provide assistance, perform tasks for the benefit of a person with a disability or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability.]

A PHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with a disability.

Assistance animals are exempt from a PHA's "pet" restrictions or a PHA's policy requiring pet deposits or monthly pet fees. However, all reasonable lease provisions relating to health and safety apply to assistance/service animals such as maintaining the premises in a clean and sanitary condition and ensuring that neighbors enjoy their premises in a safe and peaceful manner.

## **I. VISITABILITY**

1. Visitability Concept. Although not a requirement, it is recommended that all

design, construction and alterations incorporate, whenever practical and economical, the concept of visitability in addition to the requirements under Section 504, the Architectural Barriers Act, Title II of the Americans with Disabilities Act and the Fair Housing Act.

Visitability is a design concept, for very little or no additional cost, that enhances the ability of persons with disabilities to interact with their neighbors, friends and associates in the community. *See* [www.huduser.org/publications/pubasst/strategies.html](http://www.huduser.org/publications/pubasst/strategies.html)

2. Design Considerations. Visitability design incorporates the following in all new construction or alterations, in addition to other requirements, whenever practical and possible for as many units as possible within a development:
  - a. Provide a 32” clear opening in all bathroom and interior doorways.
  - b. Provide at least one accessible means of egress/ingress for each unit.
3. Benefits of Visitability. Visitability also expands the availability of housing options for individuals who may not require full accessibility. It will assist PHAs in making reasonable accommodations and reduce, in some cases, the need for transfers when individuals become disabled in place. Visitability will also improve the marketability of units.

#### **J. ACCESSIBILITY FUNDING SOURCES**

PHA Capital Fund, PHA operating budgets, PHA operating reserves, PHA Housing Choice Voucher administrative fees and administrative fee reserves, State or local Community Development Block Grant funds, State and local HOME Program funds, Corporate donations, non-profit contributions from organizations such as Rotary Clubs, Lions Clubs, sororities/fraternities, etc., subject to applicable program requirements.

For further information about this Notice, contact the nearest HUD Office of Public Housing within your State. Locations of these offices are available on HUD’s website at <http://www.hud.gov/>.

\_\_\_\_\_  
/s/  
Orlando J. Cabrera, Assistant Secretary for  
Public and Indian Housing





## PREVENTING and ADDRESSING HARASSMENT in Housing

### Fact Sheet for Property Owners and Managers

**S**exual Harassment in Housing is Illegal, as is harassment based on race, color, religion, national origin, familial status, or disability. All property owners and managers are responsible for helping ensure their housing is free from discriminatory harassment of any type. By explaining what harassment is, who can be liable for it, and steps you can take to help prevent and address it, this fact sheet can help you ensure you meet your **Fair Housing Act** obligations.

#### Understanding Harassment in Housing:

##### ▶ The Fair Housing Act & Equal Access Rule Protect Applicants and Tenants

The **Fair Housing Act** prohibits harassment, retaliation, and other types of discrimination in housing because of race, color, religion, sex, disability, familial status (households with children under age 18, including persons seeking custody or who are pregnant), or national origin.

Owners and property management employees and agents can all be liable for harassment, as can tenants who harass other tenants.

HUD's **Equal Access Rule** prohibits owners with Housing Assistance Payments (HAP) contracts from making housing unavailable because of an applicant's or resident's actual or perceived sexual orientation, gender identity or marital status.

#### Sexual Harassment is Illegal When:

▶ An owner or property management employee or agent makes *submission to unwelcome demands* for sex, sexual favors, or any other type of sexual conduct a *condition* of obtaining, maintaining, using or enjoying housing (or housing related services).

*Examples:*

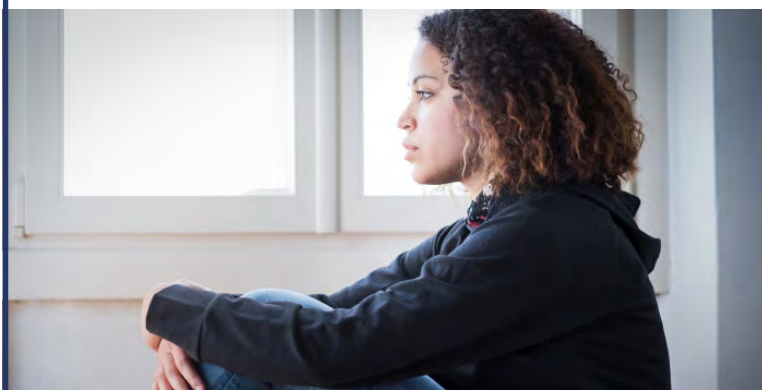
- **Demanding** nude photos in return for approving a rental application.
- **Requesting** sexual favors in return for making needed repairs.
- **Evicting** a person because that person refuses to have sex.

— AND/OR —

▶ An owner or property management employee or agent subjects a resident or applicant to *unwelcome sexual conduct* that is sufficiently *severe or pervasive* that it interferes with that person's right to obtain, maintain, use, or enjoy housing (or housing-related services).

*Examples:*

- **Persistently** making unwelcome and lewd comments about a resident's body.
- **Touching** an applicant's intimate body parts without his or her consent.
- **Repeatedly** sending unwelcome sexually explicit text messages and photos to a tenant.



### Other Types of Illegal Harassment Include:

Severe or pervasive offensive remarks or hostile behavior because of a person's race, color, religion, sex, disability, familial status, or national origin.

*Examples:*

- **Repeatedly yelling** anti-Muslim slurs at a Muslim tenant.
- **Taunting** and threatening a person with a mental disability.
- **Subjecting** a person to pervasive racial epithets or defacing a person's home with racially derogatory or threatening words or images.

### Owners and Management Companies are Liable for Sexual and Other Harassment in their Housing IF:

The harassment is committed by ANY employee or agent (even if supervisors don't know about it).

*Example:*

- An owner is liable if the owner's property manager sexually harassed a tenant (the property manager would be liable too).

— AND/OR —

The owner or management company fails to take action(s) within its power to stop harassment of a tenant or applicant by an employee, agent, or another tenant, if they knew or should have known about it.

*Example:*

- A property management company learns that one tenant has been **repeatedly harassing** another tenant because of that tenant's disability, and no one at the management company acts to stop the harassment.



### To Help Prevent and Address Harassment, Property Owners and Managers Should:

- **Establish** and **enforce** anti-harassment policies to help stop inappropriate or offensive conduct early, before it becomes a Fair Housing Act violation.
- **Provide** multiple ways for tenants to safely and easily make complaints or otherwise report problems.
- **Attend** fair housing training that includes information about preventing harassment and require any staff to do so as well.
- **Take** measures to ensure that people who report harassment are protected from retaliation.
- **Talk** to tenants to find out whether harassment is occurring and to teach them about their fair housing rights and how to report harassment.
- **Hire or designate** a complaint coordinator whose primary responsibility is to investigate reports or complaints thoroughly and take the necessary corrective actions quickly.

### File a Fair Housing Act or Equal Access Rule complaint with HUD:

#### Fair Housing:

- **Online:** [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint);
- **By Phone:** (800) 669-9777; Federal Relay Service/TTY: (800) 877-8339

#### Equal Access Rule:

- **Owners and managers should instruct residents to contact their local HUD office, which can be found at:** [https://www.hud.gov/program\\_offices/field\\_policy\\_mgt/localoffices](https://www.hud.gov/program_offices/field_policy_mgt/localoffices).
- **Owners and managers can also direct residents to the following website for more information:** [https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/housing\\_discrimination\\_and\\_persons\\_identifying\\_lgbtq](https://www.hud.gov/program_offices/fair_housing_equal_opp/housing_discrimination_and_persons_identifying_lgbtq)
- **And/or contact the PHA that issued the housing assistance voucher.**



PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

*State of New Jersey*  
OFFICE OF THE ATTORNEY GENERAL  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
DIVISION ON CIVIL RIGHTS  
P.O. BOX 089  
140 EAST FRONT STREET, 6<sup>TH</sup> FLOOR  
TRENTON, NJ 08625-0089

GURBIR S. GREWAL  
*Attorney General*

CRAIG SASHIHARA  
*Director*

TO: Property Owners

FROM: Gurbir S. Grewal, Attorney General, State of New Jersey  
Craig Sashihara, Director, NJ Division on Civil Rights

DATE: August 2018

SUBJECT: Housing Discrimination Laws

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The New Jersey Real Estate Commission requires every licensed broker or salesperson with whom you list your property to give you a copy of this notice. The purpose is to help you comply with the New Jersey Law Against Discrimination (the "LAD") and federal laws prohibiting discrimination in the sale or rental of real property.

In New Jersey, it is illegal to discriminate against a prospective or current buyer or tenant because of race, creed, color, national origin, sex, gender identity or expression, marital status, civil union status, affectional or sexual orientation, familial status, pregnancy or breastfeeding, actual or perceived physical or mental disability, ancestry, nationality, domestic partner status, source of lawful income used for mortgage or rental payments, or liability for service in the Armed Forces of the United States. It is also illegal to place any advertisement or make any statements or utterances that express, directly or indirectly, any limitations to offer housing or real estate based on any of those characteristics.

State and federal fair housing laws apply to a wide range of activities such as advertising, selling, renting, leasing, subleasing, assigning, and showing property (including open land). Here are some issues that come up frequently in enforcing the LAD:

- Discrimination based on "source of lawful income used for mortgage or rental payments," means, for example, that a landlord cannot reject a prospective tenant because he or she intends to rely on a Section 8 rental voucher, FEMA voucher issued to Superstorm Sandy victims, or other types of rent subsidies.
- A "No Pets" rule cannot be enforced to prevent a person with a disability from using a service or guide dog. A landlord may not charge a tenant with a disability an extra fee for keeping a service or guide dog.

- Discrimination based on “familial status” prohibits discrimination against families with a child or children under 18 years old, and includes pregnant women.
- Landlords must permit a tenant with a disability—at that tenant’s own expense—to make reasonable modifications to the premises if such modifications are needed to give the tenant full enjoyment of the premises.

**Penalties.** If you commit a discriminatory housing practice that violates the LAD, you may be subject to penalties not exceeding \$10,000 for a first violation, not exceeding \$25,000 for a second violation within five years of the first offense, and not exceeding \$50,000 for two or more violations within seven years.

**Other remedies.** Victims of discrimination may recover economic damages related to the discrimination (such as having to pay higher rent for another unit) as well as damages for emotional distress, pain and humiliation. In more egregious cases, a victim may also recover punitive damages.

**Brokers.** The broker or salesperson with whom you list your property must transmit to you every written offer he/she receives on your property. Brokers and salespersons are licensed by the New Jersey Real Estate Commission and their activities are subject to the general real estate laws of the State and the Commission’s own rules and regulations. The broker or salesperson must refuse your listing if you indicate an intent to discriminate based on any of the protected classes.

**Exemptions.** The sale or rental of property (including open land) whether for business or residential purposes, is covered by the LAD. In most cases, the following sales or rentals are exempt from the LAD<sup>1</sup>:

- Renting one apartment in a two-family dwelling if the owner lives in the other apartment.
- Renting a room or rooms in a one-family dwelling if the owner lives in the same dwelling.
- A religious organization can give preference to persons of the same religion when selling or renting real property.
- In certain types of housing designated for older persons, it is not unlawful to discriminate based on familial status.

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<sup>1</sup> Discrimination in connection with some of the transactions covered by these exemptions may nevertheless be prohibited under the *Federal Civil Rights Act of 1866*, 42 U.S.C. 1981, 1982.

For more information about the LAD and Fair Housing Amendments Act of 1988, or if you have other questions about discrimination in the sale or rental of real property, including how to report a complaint, please review our website [www.NJCivilRights.gov](http://www.NJCivilRights.gov) or call our Housing Hotline at **(866) 405-3050**. Please contact us if you would like the Division on Civil Rights to provide training on the subject of housing discrimination. Thank you.



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Gurbir S. Grewal  
Attorney General



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Craig Sashihara  
Director, Division on Civil Rights



NOTICE OF OCCUPANCY RIGHTS UNDER  
THE VIOLENCE AGAINST WOMEN ACT

U.S. Department of Housing and Urban Development  
OMB Approval No. 2577-0286  
Expires 06/30/2017

**The Housing Authority of the Gloucester County**  
**Notice of Occupancy Rights under the Violence Against Women Act**

**<sup>1</sup>To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that The Housing Authority of Gloucester County (HAGC/The Authority) is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

**Protections for Applicants**

If you otherwise qualify for assistance with HAGC you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

If you are receiving assistance with HAGC may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights with HAGC solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking. Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

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<sup>1</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status

## **Removing the Abuser or Perpetrator from the Household**

HAGC may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HAGC chooses to remove the abuser or perpetrator, HAGC may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HAGC must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HAGC must follow Federal, State, and local eviction procedures. In order to divide a lease, HAGC may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

## **Moving to Another Unit**

Upon your request, HAGC may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HAGC may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

**(2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which



you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HAGC will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HAGC emergency transfer plan provides further information on emergency transfers, and HAGC must make a copy of its emergency transfer plan available to you if you ask to see it.

### **Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

HAGC can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HAGC must be in writing, and HAGC must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HAGC may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HAGC as documentation. It is your choice which of the following to submit if HAGC asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HAGC with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HAGC has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HAGC does not have to provide you with the protections contained in this notice.

If HAGC receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HAGC has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HAGC does not have to provide you with the protections contained in this notice.

### **Confidentiality**

HAGC must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HAGC must not allow any individual administering assistance or other services on behalf of HAGC (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HAGC must not enter your information into any shared database or disclose your information to any other entity or individual. HAGC however, may disclose the information provided if:

- You give written permission to HAGC to release the information on a time limited basis.
- HAGC needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HAGC or your landlord to release the information.

VAWA does not HAGCs' duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

### **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HAGC cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HAGC can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and

2) Could result in death or serious bodily harm to other tenants or those who work on the property. If HAGC can demonstrate the above, HAGC should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

### **Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with HUD.

### **For Additional Information**

You may view a copy of HUD's final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf> Additionally, HAGC must make a copy of HUD's VAWA regulations available to you if you ask to see them.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

# Owner Frequently Asked Questions:

## Small Area Fair Market Rents

On April 1, 2018 The Housing Authority of Gloucester County began using Small Area Fair Market Rents (SAFMRs) to determine the payment standards applicable to the Housing Choice Voucher (HCV) program. This handout answers some basic questions about SAFMRs.

### What are SAFMRs?

“SAFMRs” stands for Small Area Fair Market Rent. SAFMRs are estimates of the typical rent for different unit sizes in a specific ZIP code. They are determined by the U.S. Department of Housing and Urban Development (HUD) each year, based on the distribution of all rents for standard quality housing within that ZIP code.

### What are payment standards?

Payment standards are used to calculate the maximum subsidy that the PHA will pay toward rent and utilities for rental units leased to families with HCVs. Under the HCV program, families are generally required to pay 30 percent of their adjusted income for rent and utilities. The PHA then pays the difference between the family’s required contribution and the lower of (a) the payment standard or (b) the gross rent (rent plus estimated utilities) of the unit. HCV families may choose to pay more to live in a unit whose rent exceeds the payment standard, but may not pay more than 40 percent of their adjusted income for rent and utilities when initially signing a lease.

Effective April 1, 2018, HAGC will use different payment standards for different ZIP codes in its jurisdiction. The payment standard will be set as a percent of the SAFMRs for that ZIP code. Owners and tenants can use the SAFMR Payment Standard Look-up Tables to determine the payment standard in a particular location.

### What’s new about this approach?

Up until this year, HUD requires the PHA to base payment standards on Fair Market Rents calculated for the entire metropolitan area, rather than for specific ZIP codes. This meant that payment standards may have been too low to enable HCV families to rent units in higher-cost areas and may have been higher than market rents in lower-cost areas. Under the new approach, the payment standard is based on the localized rent for each ZIP code. If your property is located in a high-cost neighborhood, it is likely that the share of the rent and utilities we will pay on behalf of the tenant will increase under the new approach. At the same time, the payment standards in many low-cost areas will likely be reduced, meaning tenants may be responsible for greater share of rent and utility payments, depending on the amount of the rent.

### How will I be impacted?

The degree to which you will be impacted by the switch to SAFMRs depends on the location of the properties that you own. The change in methodology used to calculate payment standards means that families with vouchers may now be able to afford high-cost parts of town. If you own units in these areas, please consider opening your doors to HCV families. If you currently rent to individuals and families with HCVs, you will receive a letter from HAGC with details about how your properties will be impacted by changing payment standards. As

annual reexaminations of income and eligibility for current HCV tenants are conducted, the housing assistance payments provided by HAGC will be determined using the new payment standards. At that time, you will be given additional information about impacts on tenants who rent units in your properties.

## What else do I need to know?

Please be aware that all Housing Assistance Payment contracts will remain subject to rent reasonableness determinations, including in areas where payment standards increase.

## HAGC 2022-2023 PAYMENT STANDARDS

	0	1	2	3	4
<b>08012</b>	\$1,177	\$1,331	\$1,606	\$1,958	\$2,277
<b>08014</b>	\$1,639	\$1,848	\$2,233	\$2,706	\$3,157
<b>08020</b>	\$1,507	\$1,705	\$2,057	\$2,497	\$2,904
<b>08025</b>	\$1,287	\$1,452	\$1,749	\$2,134	\$2,475
<b>08027</b>	\$1,122	\$1,265	\$1,529	\$1,859	\$2,167
<b>08028</b>	\$1,364	\$1,540	\$1,859	\$2,266	\$2,629
<b>08032</b>	\$1,287	\$1,452	\$1,749	\$2,134	\$2,475
<b>08039</b>	\$1,375	\$1,551	\$1,870	\$2,277	\$2,640
<b>08051</b>	\$1,441	\$1,628	\$1,958	\$2,387	\$2,772
<b>08056</b>	\$1,419	\$1,606	\$1,936	\$2,354	\$2,739
<b>08061</b>	\$1,793	\$2,013	\$2,431	\$2,959	\$3,443
<b>08062</b>	\$1,144	\$1,298	\$1,562	\$1,903	\$2,211
<b>08063</b>	\$1,298	\$1,463	\$1,771	\$2,156	\$2,508
<b>08066</b>	\$1,023	\$1,144	\$1,386	\$1,683	\$1,958
<b>08071</b>	\$1,265	\$1,419	\$1,716	\$2,090	\$2,431
<b>08074</b>	\$1,287	\$1,452	\$1,749	\$2,134	\$2,475
<b>08080</b>	\$1,529	\$1,727	\$2,079	\$2,530	\$2,937
<b>08081</b>	\$1,419	\$1,595	\$1,925	\$2,343	\$2,728
<b>08085</b>	\$1,694	\$1,903	\$2,299	\$2,794	\$3,256
<b>08086</b>	\$1,419	\$1,606	\$1,936	\$2,354	\$2,739
<b>08090</b>	\$1,375	\$1,551	\$1,870	\$2,277	\$2,640
<b>08093</b>	\$1,056	\$1,199	\$1,441	\$1,749	\$2,035
<b>08094</b>	\$1,166	\$1,309	\$1,595	\$1,958	\$2,266
<b>08096</b>	\$1,298	\$1,463	\$1,760	\$2,145	\$2,486
<b>08097</b>	\$1,089	\$1,221	\$1,474	\$1,793	\$2,090
<b>08312</b>	\$1,100	\$1,243	\$1,496	\$1,826	\$2,112
<b>08322</b>	\$1,298	\$1,463	\$1,760	\$2,145	\$2,486
<b>08360</b>	\$1,177	\$1,232	\$1,584	\$2,090	\$2,244

**GHA**  
**2022-2023 PAYMENT STANDARDS**

	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>08012</b>	\$1,177	\$1,331	\$1,606	\$1,958	\$2,277
<b>08021</b>	\$1,221	\$1,375	\$1,661	\$2,024	\$2,354
<b>08023</b>	\$1,320	\$1,485	\$1,793	\$2,178	\$2,541
<b>08028</b>	\$1,364	\$1,540	\$1,859	\$2,266	\$2,629
<b>08030</b>	\$1,243	\$1,408	\$1,694	\$2,057	\$2,398
<b>08060</b>	\$1,265	\$1,430	\$1,727	\$2,101	\$2,442
<b>08061</b>	\$1,793	\$2,013	\$2,431	\$2,959	\$3,443
<b>08062</b>	\$1,144	\$1,298	\$1,562	\$1,903	\$2,211
<b>08063</b>	\$1,298	\$1,463	\$1,771	\$2,156	\$2,508
<b>08069</b>	\$1,144	\$1,287	\$1,551	\$1,892	\$2,189
<b>08080</b>	\$1,529	\$1,727	\$2,079	\$2,530	\$2,937
<b>08096</b>	\$1,298	\$1,463	\$1,760	\$2,145	\$2,486
<b>08107</b>	\$1,089	\$1,221	\$1,474	\$1,793	\$2,090
<b>08312</b>	\$1,100	\$1,243	\$1,496	\$1,826	\$2,112
<b>08344</b>	\$1,397	\$1,551	\$1,892	\$2,343	\$2,684

**Housing Assistance Payments Contract  
(HAP Contract)**

**Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
exp. 7/31/2022

**Privacy Act Statement:** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied to the tenant. HUD may disclose this information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

**Instructions for use of HAP Contract**

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

**Use of this form**

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

**Use for special housing types**

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

**How to fill in Part A**

Section by Section Instructions

**Section 2: Tenant**

Enter full name of tenant.

**Section 3. Contract Unit**

Enter address of unit, including apartment number, if any.

**Section 4. Household Members**

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities

**Section 5. Initial Lease Term**

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, **and**
- Such shorter term is the prevailing local market practice.

**Section 6. Initial Rent to Owner**

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

**Section 7. Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

**Section 8. Utilities and Appliances.**

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.



**Housing Assistance Payments Contract  
(HAP Contract)  
Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

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**Part A of the HAP Contract: Contract Information**

(To prepare the contract, fill out all contract information in Part A.)

**1. Contents of Contract**

This HAP contract has three parts:

Part A: Contract Information

Part B: Body of Contract

Part C: Tenancy Addendum

**2. Tenant**

**3. Contract Unit**

**4. Household**

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

**5. Initial Lease Term**

The initial lease term begins on (mm/dd/yyyy): \_\_\_\_\_

The initial lease term ends on (mm/dd/yyyy): \_\_\_\_\_

**6. Initial Rent to Owner**

The initial rent to owner is: \$ \_\_\_\_\_

During the initial lease term, the owner may not raise the rent to owner.

**7. Initial Housing Assistance Payment**

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ \_\_\_\_\_ per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

### 8. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an “O”. The tenant shall provide or pay for the utilities/appliances indicated below by a “T”. Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Electric <input type="checkbox"/> Other	
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Other Electric		
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
		Provided by
Refrigerator		
Range/Microwave		

### Signatures

#### Public Housing Agency

#### Owner

\_\_\_\_\_  
Print or Type Name of PHA

\_\_\_\_\_  
Print or Type Name of Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Print or Type Name and Title of Signatory

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Date (mm/dd/yyyy)

Mail payments to:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address (street, city, state, zip code)

**Housing Assistance Payments Contract  
(HAP Contract)  
Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

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**Part B of HAP Contract: Body of Contract**

**1. Purpose**

- a. This is a HAP contract between the PHA and the owner.  
The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

**2. Lease of Contract Unit**

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
  - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
  - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
  - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

**3. Maintenance, Utilities, and Other Services**

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the

HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

**4. Term of HAP Contract**

- a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. When HAP contract terminates.
  - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
  - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
  - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
  - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
  - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
  - (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
  - (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
  - (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing

assistance payments on behalf of family members who remain in the contract unit.

- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

## 5. Provision and Payment for Utilities and Appliances

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

## 6. Rent to Owner: Reasonable Rent

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
  - (1) The location, quality, size, unit type, and age of the contract unit; and
  - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

## 7. PHA Payment to Owner

- a. When paid
  - (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
  - (2) The PHA must pay housing assistance payments promptly when due to the owner.
  - (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the

PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.
- c. **Amount of PHA payment to owner**
  - (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
  - (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
  - (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.
- d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- e. **Limit of PHA responsibility**
  - (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
  - (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.
- f. **Overpayment to owner** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

## 8. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP

contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.

- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

**9. Prohibition of Discrimination.** In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

**10. Owner's Breach of HAP Contract**

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
  - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
  - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
  - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
  - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or

criminal act in connection with the mortgage or loan.

- (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

**11. PHA and HUD Access to Premises and Owner's Records**

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

**12. Exclusion of Third Party Rights**

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used

by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

### 13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
  - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
  - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
  - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
  - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

### 14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
  - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or

- (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
  - (1) Has violated obligations under a housing assistance payments contract under Section 8;
  - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
  - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
  - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
  - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
    - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
    - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
    - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
    - (d) Is drug-related criminal activity or violent criminal activity;
  - (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
  - (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

### 15. Reserved

**16. Written Notices** Any notice by the PHA or the owner in connection with this contract must be in writing.

**17. Entire Agreement: Interpretation**

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

**Housing Assistance Payments Contract  
(HAP Contract)  
Section 8 Tenant-Based Assistance  
Housing Choice Voucher Program**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

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**Part C of HAP Contract: Tenancy Addendum**

**1. Section 8 Voucher Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

**2. Lease**

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

**3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
  - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

- (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

**6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

**7. Maintenance, Utilities, and Other Services**

- a. **Maintenance**
  - (1) The owner must maintain the unit and premises in accordance with the HQS.
  - (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.
- b. **Utilities and appliances**
  - (1) The owner must provide all utilities needed to comply with the HQS.



- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.

- c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

## 8. Termination of Tenancy by Owner

- a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
  - (1) Serious or repeated violation of the lease;
  - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
  - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
  - (4) Other good cause (as provided in paragraph d).
- c. **Criminal activity or alcohol abuse.**
  - (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
    - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
    - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
    - (c) Any violent criminal activity on or near the premises; or
    - (d) Any drug-related criminal activity on or near the premises.
  - (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
    - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
    - (b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

## d. Other good cause for termination of tenancy\

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
  - (a) Disturbance of neighbors,
  - (b) Destruction of property, or
  - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
  - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
  - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
  - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
  - (d) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

## 9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
  - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
  - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
  - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).
- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant.

However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

- k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant’s Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may “bifurcate” the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise

penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
  - (2) Establish eligibility under another covered housing program; or
  - (3) Find alternative housing.
- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
  - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.
- n. **Confidentiality.**
- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
  - (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
  - (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a

time-limited release; required for use in an eviction proceeding; or is required by applicable law.

## **10. Eviction by court action**

The owner may only evict the tenant by a court action.

## **11. Owner notice of grounds**

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

## **12. Lease: Relation to HAP Contract**

If the HAP contract terminates for any reason, the lease terminates automatically.

## **13. PHA Termination of Assistance**

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

## **14. Family Move Out**

The tenant must notify the PHA and the owner before the family moves out of the unit.

## **15. Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

## **16. Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

## **17. Conflict with Other Provisions of Lease**

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and

regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

## 18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

## 19. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

## 20. Definitions

**Contract unit.** The housing unit rented by the tenant with assistance under the program.

**Family.** The persons who may reside in the unit with assistance under the program.

**HAP contract.** The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

**Household.** The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

**Housing quality standards (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

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

**HUD requirements.** HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Lease.** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

**PHA.** Public Housing Agency.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Section 8 housing choice voucher program.

**Rent to owner.** The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

**Section 8.** Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

**Tenant.** The family member (or members) who leases the unit from the owner.

**Voucher program.** The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

**TENANCY ADDENDUM**  
**Section 8 Tenant-Based Assistance**  
**Housing Choice Voucher Program**  
(To be attached to Tenant Lease)

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
exp. 7/31/2022

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

**1. Section 8 Voucher Program**

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

**2. Lease**

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

**3. Use of Contract Unit**

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

**4. Rent to Owner**

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

**5. Family Payment to Owner**

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

**6. Other Fees and Charges**

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

## 7. Maintenance, Utilities, and Other Services

### a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

### b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - (a) Pay for any utilities that are to be paid by the tenant.
  - (b) Provide and maintain any appliances that are to be provided by the tenant.

c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

## 8. Termination of Tenancy by Owner

a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

### c. Criminal activity or alcohol abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
  - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
  - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
  - (c) Any violent criminal activity on or near the premises; or
  - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

### d. Other good cause for termination of tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

## 9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant’s Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may “bifurcate” the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
  - (2) Establish eligibility under another covered housing program; or
  - (3) Find alternative housing.
- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
  - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.
- n. **Confidentiality.**
- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
  - (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
  - (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

## 10. Eviction by court action

The owner may only evict the tenant by a court action.

## 11. Owner notice of grounds

- a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

## 12. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

## 13. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

## 14. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

## 15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

## 16. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

## 17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.



## 18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
  - (2) If there are any changes in lease provisions governing the term of the lease;
  - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

## 19. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

## 20. Definitions

**Contract unit.** The housing unit rented by the tenant with assistance under the program.

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**Lease.** The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

**PHA.** Public Housing Agency.

**Premises.** The building or complex in which the contract unit is located, including common areas and grounds.

**Program.** The Section 8 housing choice voucher program.

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**Tenant.** The family member (or members) who leases the unit from the owner.

**Voucher program.** The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.



## Information Regarding Lease Agreements

Landlords and Housing Choice Voucher participants should be aware that the New Jersey Supreme Court prohibits landlords from refusing to rent to a tenant because the tenant is a participant in the Housing Choice Voucher Program. The book, *Tenant's Rights in New Jersey*, published by Legal Services of New Jersey states the following: "New Jersey law makes it illegal to refuse to rent to anyone solely because they will pay their rent with rental assistance or welfare. For example, it is illegal for a landlord to refuse to rent to a person because the person receives Section 8 assistance, (N.J.S.A. 2A:42-100). This applies to a tenant who obtains Section 8 while already a tenant, and to those who are seeking to rent from a landlord for the first time, (Franklin Tower-One, L.L.C. v. N.M., 157 N.J. 602-1999)."

Landlords and Housing Choice Voucher participants must comply with the below Federal Regulations governing the Housing Choice Voucher Program, 24 CFR 982.308

**(a) *Tenant's legal capacity.*** The tenant must have legal capacity to enter a lease under State and local law. "Legal capacity" means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

**(b) *Form of lease.***

**(1)** The tenant and the owner must enter a written lease for the unit. The lease must be executed by the owner and the tenant.

**(2)** If the owner uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be in such standard form (plus the HUD-prescribed tenancy addendum). If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a PHA model lease (including the HUD-prescribed tenancy addendum). The HAP contract prescribed by HUD will contain the owner's certification that if the owner uses a standard lease form for rental to unassisted tenants, the lease is in such standard form.

**(c) *State and local law.*** The PHA may review the lease to determine if the lease complies with State and local law. The PHA may decline to approve the tenancy if the PHA determines that the lease does not comply with State or local law.

**(d) *Required information.*** The lease must specify all of the following:

**(1)** The names of the owner and the tenant;

**(2)** The unit rented (address, apartment number, and any other information needed to identify the contract unit);

- (3) The term of the lease (initial term and any provisions for renewal);
- (4) The amount of the monthly rent to owner; and
- (5) A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.

**(e) *Reasonable rent.*** The rent to owner must be reasonable (see § 982.507).

**(f) *Tenancy addendum.***

(1) The HAP contract form required by HUD shall include an addendum (the “tenancy addendum”), that sets forth:

- (i) The tenancy requirements for the program (in accordance with this section and §§ 982.309 and 982.310); and
- (ii) The composition of the household as approved by the PHA (family members and any PHA-approved live-in aide).

(2) All provisions in the HUD-required tenancy addendum must be added word-for-word to the owner's standard form lease that is used by the owner for unassisted tenants. The tenant shall have the right to enforce the tenancy addendum against the owner, and the terms of the tenancy addendum shall prevail over any other provisions of the lease.

**(g) *Changes in lease or rent.***

(1) If the tenant and the owner agree to any changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of this section.

(2) In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

- (i) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
- (ii) If there are any changes in lease provisions governing the term of the lease;
- (iii) If the family moves to a new unit, even if the unit is in the same building or complex.

(3) PHA approval of the tenancy, and execution of a new HAP contract, are not required for changes in the lease other than as specified in paragraph (g)(2) of this section.

(4) The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and any such changes shall be subject to rent reasonableness requirements (see § 982.503).



# THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

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## ONE STRIKE AND YOU'RE OUT POLICY-SUMMARY STATEMENT

HAGC's One Strike and You're Out Policy contains prohibitions on program applicants and participants from engaging in drug-related criminal activity and other criminal activity.

The Objectives of this Policy are as follows:

1. To serve the substantial, legitimate and nondiscriminatory interest that all individuals whether or not residents of an assisted housing unit or complex, have the right to live in peace and be free from fear, intimidation, and abuse.
2. Help create and maintain a safe and drug-free community by deterring criminal, alcohol or drug-related criminal activity of applicants and program participants, their guests, and any person under their control.
3. To safeguard the due process and privacy rights of applicants and assisted tenants/participants.

Federal law requires that the Authority provide applicants and participants to Authority Programs due process rights including adequate notice of the grounds for adverse action, right to be represented by counsel, opportunity to refute the evidence presented by the Authority, the right to confront and cross-examine witnesses, to present and affirmative legal or equitable defense and to have a decision on the merits.

The fact that an applicant or assisted tenants/participants was arrested for a disqualifying offense shall not be treated or regarded as proof that the individual engaged in the disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the individual actually engaged in the disqualifying criminal activity. In terminating or denying assistance for applicants and participants of Authority Programs due to disqualifying criminal activity, HUD regulations specifically provide that disqualifying criminal activity must be demonstrated by a preponderance of the evidence. Preponderance of the evidence shall mean that when taking all the evidence together and considering its reliability or unreliability, it must be more likely than not that the person in question engaged in the disqualifying criminal activity.

With the goal of preventing drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or to the right to peaceful enjoyment of the premises by others, the Authority will screen all applicants and members of their household for evidence of criminal activity, alcohol abuse, and drug related activity.<sup>1</sup> The Authority will also screen program participants to ensure compliance with this Policy.

1. The Authority must prohibit admission of an applicant if any household member is subject to a lifetime registration as a sex offender under a state registration program. The Authority will perform sex offender registration checks in the State of New Jersey and in other states where the household members are known to reside. This denial shall be mandatory and permanent.

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<sup>1</sup> In the Veterans Affairs Supportive Housing (VASH) Program, the Authority may only screen for and deny admission to a family member that is subject to a lifetime registration requirement under a state sex offender registration program.





# THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

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## FAMILY OBLIGATIONS AND GROUNDS FOR TERMINATION

You and your family must comply with specific obligations as a participant of the program. It is the head of household's obligation to know about the actions and income of all household members and to report same accurately to the Housing Authority.

These obligations are part of the program's regulations and are included in the Voucher that was issued to you. Your program representative will review them with you. Failure to comply with these obligations is grounds for denial or termination of assistance.

### **The household must:**

1. Sign an Authorization for the Release of Information/Privacy Act Notice form, supply any certification, or documentation that the Housing Authority determines to be necessary in the administration of the program and stipulate that all information provided by the household is true and complete;
2. Disclose and verify Social Security numbers;
3. Correct a breach of the housing quality standards caused by the household;
4. Allow the program access to the dwelling unit for initial, annual and special housing quality standards inspections after reasonable notice. In order to change a scheduled appointment, proper notification must be given to the Authority at least one (1) working day in advance. If you miss more than two (2) appointments, your subsidy will be terminated.;
5. Notify the Housing Authority and the owner before the household moves out of the dwelling unit, or terminates the lease with written notice to the owner;
6. Promptly give the Housing Authority a copy of any owner eviction notice;
7. Use the assisted unit solely for residence of the household members listed on the lease and as the household's sole residence (the visitation of a guest is limited to a maximum of fourteen (14) days during the one twelve (12) month period.
8. Notify the Housing Authority in writing within fourteen (14) days of the birth, adoption or court awarded custody of a child. The household must request the program's advance approval to add any other household member as an occupant of the assisted unit;
9. Notify the Housing Authority in writing within fourteen (14) days if any household member no longer resides in the assisted unit and provide proof of the former household members new address;
10. Notify the Housing Authority in writing within fourteen (14) days of an absence from the assisted unit;
11. Notify the Housing Authority in writing within fourteen (14) of any change in the household's total annual income.



12. Timely supply all documentation and information requested by the Housing Authority to complete your annual or interim reexamination.
13. Maintain all utilities and appliances as required by the Lease Agreement.

**The household must not:**

1. Commit any serious or repeated violation of the lease;
2. Sublease, or rent the assisted unit, or any part of the assisted unit;
3. Assign the lease or transfer the assisted unit;
4. Own or have any interest in the dwelling unit, except that of a household assisted in cooperative housing, a mobile home where the household leases the pad, or a household assisted under the Homeownership option of the HCVP;
5. Commit fraud, bribery or any other corrupt or criminal act in connection with the HCVP;
6. Engage in drug-related criminal activity or violent criminal activity, or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises;
7. Abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises; and
8. Receive assistance under the HCVP while receiving a housing subsidy under any other federal, state or local housing assistance program.

**Grounds for Denial or Termination of Assistance**

In addition to those listed above, The Housing Authority may also deny assistance for an applicant or terminate assistance for a participant for any of the following reasons:

1. If the household violates any obligations (see 24 C.F.R. §982.551, Obligations of participant) under the HCV Program. (See 24 C.F.R. §982.553 concerning denial or termination of assistance for crime by family members.)
2. If any member of the household has been evicted from federally assisted housing in the last five (5) years.
3. If a housing agency has ever terminated assistance under the program for any member of the household.
4. If any member of the household has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
5. If a housing agency has ever terminated assistance under the program for any member of the household.
6. If the household currently owes rent or other amounts to the program or to another housing agency in connection with Section 8 or public housing assistance under the United States Housing Act of 1937.



7. If the household has not reimbursed the program or another housing agency for amounts paid to an owner under a Housing Assistance Payments Contract for rent, damages to the unit, or other amounts owed by the household under the lease.
8. If the household breaches an agreement to pay amounts owed to the program or to another housing agency.
9. If a household participating in the Family Self-Sufficiency (FSS) Program fails to comply, without good cause, with the household's FSS contract of participation.
10. If the household has engaged in or threatened abusive or violent behavior toward program personnel.
11. If a welfare-to-work family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program. (where applicable.)
12. If the household has been engaged in criminal activity or alcohol abuse as described in 24 C.F.R. §982.553, Denial of admission and termination of assistance for criminals and alcohol abusers.
13. The Housing Authority will terminate assistance for a household if the program determines that any member of the household is subject to a lifetime registration requirement under any state sex offender registration program. If the member subject to the lifetime registration requirement is not the head of household, the Housing Authority will afford the head of household the opportunity to have the ineligible household member leave the household to avoid termination of participation.

If you owe monies to the program as described above, the Housing Authority, at its discretion, may offer you the opportunity to enter into an agreement to reimburse the program. The program will prescribe the terms and conditions of the agreement and will deny or terminate assistance for a breach of the agreement.

**BY SIGNING YOUR NAME, YOU CERTIFY THAT YOU HAVE READ, UNDERSTAND, AND HAVE RECEIVED A COPY OF THIS FORM**

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Name \_\_\_\_\_ Date \_\_\_\_\_

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Name \_\_\_\_\_ Date \_\_\_\_\_

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Name \_\_\_\_\_ Date \_\_\_\_\_

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Name \_\_\_\_\_ Date \_\_\_\_\_

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Name \_\_\_\_\_ Date \_\_\_\_\_







# TRUTH IN RENTING

A guide to the rights and responsibilities of  
residential tenants and landlords in New Jersey



**Department of Community Affairs • Division of Codes and Standards**  
101 South Broad Street, • PO Box 805 • Trenton, NJ 08625-0805  
[www.nj.gov/dca/divisions/codes](http://www.nj.gov/dca/divisions/codes)



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## **Greetings from the New Jersey Department of Community Affairs**

When an individual renter and a private individual, corporation, or government agency, the landlord, enter into an agreement to pay money in exchange for housing, a landlord tenant relationship is created. This agreement, the lease, can either be oral or memorialized in writing. Residential leases include private homes, apartment and condominium units, or mobile homes. The lease agreement entered into between the landlord and tenant sets forth the rights and responsibilities of both parties in accordance with Federal and New Jersey statutes, regulations, restrictions, and case law.

In accordance with the Truth in Renting Act, the New Jersey Department of Community Affairs has posted this reference guide to highlight important information regarding the rights and responsibilities of residential landlords and tenants in New Jersey. This publication highlights information about lease agreements, payment, and collection of rent, habitability, evictions, senior citizens and protected tenants, foreclosures, security deposits, and other topics pertaining to residential tenancies in New Jersey.

If you believe you need legal advice, contact an attorney. If you cannot afford an attorney contact legal services or public organizations that can provide legal services for both landlords and tenants.

Finally, congratulations on renting your residential unit in New Jersey. The Department hopes that you find this resource guide helpful.

## **Overview of Truth in Renting Act**

The Department of Community Affairs has provided this statement to highlight the primary legal rights and responsibilities of tenants and landlords of residential rental dwelling units in New Jersey. This statement is available in English and Spanish languages and it is posted on the Department of Community Affairs' website, hereinafter the Department. The Department website is:

[https://www.nj.gov/dca/divisions/codes/offices/landlord\\_tenant\\_information.html](https://www.nj.gov/dca/divisions/codes/offices/landlord_tenant_information.html)

This shall serve as an informational document only and is not intended as legal advice, and it does not substitute for consulting with a lawyer about specific facts and circumstances. Further, nothing therein shall be construed as binding on or affecting judicial determinations issued by a court of competent jurisdiction.

Every landlord subject to the Truth in Renting Act, (**N.J.S.A. 46:8-43 to 51**), hereinafter the Act, is required to distribute one copy of the Truth in Renting Statement to each of their tenants within 30 days after it has been posted by the Department on its website and shall thereafter provide a copy of the most current statement to each new tenant at or prior to the time the tenant executes a lease for the rental unit.

The Act calls for distribution of the statement by the landlord to all tenants with a rental term of at least one month living in residences with more than two dwelling units, or more than three if the landlord occupies one of the units. The Act does not require distribution to residents of hotels, motels, or other guest houses serving transient or seasonal tenants (**N.J.S.A. 46:8-44**).

A landlord who violates any provisions of the Act, contrary to the legal rights of tenants shall be liable for a penalty of not more than \$100.00 per offense (**N.J.S.A. 46:8-47**). Such penalty shall be collected and enforced by summary proceedings pursuant to the Penalty Enforcement Law (**N.J.S.A. 2A-58-1 et seq.**). The Superior Court, Law Division, Special Civil Part in the county in which the rental premises are located shall have jurisdiction over such proceedings (**N.J.S.A. 46:8-47**).

The Department does not have jurisdiction over the administration of the courts, nor can the Department render legal advice. This publication is based on existing New Jersey statutes, regulations, and court cases that concern landlord-tenant relations; however, this publication is not a complete summary of all laws, regulations, and court cases that concern landlord-tenant relations in New Jersey. Any person who plans to initiate a legal action resulting from a landlord-tenant dispute may wish to consult the appropriate enforcing agency, a county legal services agency, private counsel, or an owner's, tenant's, or mobile home organization. A list of additional agencies and organizations that may be available to provide assistance is located in the appendix section of this publication. Please be advised that this guide may be amended by the Department as required, and will be posted on the Department's website accordingly.

If you would like more detailed information on New Jersey landlord-tenant law, you may review the various state statutes identified in this guide. You may search the statutes by looking at the table of contents or you may enter a keyword in the search bar, i.e. Security Deposit Law.

## **The Lease**

In New Jersey a landlord-tenant relationship is created when a landlord allows another person to use a dwelling unit for a specified period of time in exchange for rent. A dwelling unit is defined as an apartment, a house, a room, or a mobile home or mobile home space. The tenant should read the rental agreement before signing. It is advisable for the tenant to obtain a copy of the lease for their records at the time that the lease is signed. If a new landlord takes over the building, both the new landlord and the tenant must honor the pre-existing rental agreement until it expires.

Requirements of a residential lease in New Jersey:

1. Parties to a lease must be at least 18 years old and mentally competent. (**N.J.S.A. 9:17-B-1; Morgan v. Sandford Brown Institute, 225 N.J. 289, 310 (2016)**)
2. Landlord and tenant are required to include their names in the lease agreement.
3. Lease can be either written or oral. If written, lease must be in plain language and written so the average person can understand it (**N.J.S.A. 56:12-2; Morgan v. Sandford Brown Institute, 225 N.J. 289, 310 (2016)**).
4. Any fees that the landlord intends to charge should be clearly stated, i.e. late fees and attorney fees.
5. In order to avoid confusion, it is recommended that the lease contain the following provisions:
  - a. Conditions of occupancy;
  - b. Description of the rental space;
  - c. Renewal provisions;
  - d. Late rent penalty provisions;
  - e. Landlord and tenant responsibilities for the amount of rent, pets, utility expenses and owner responsibilities associated with the rental of the premises;
  - f. Restrictions on subletting or assigning of the lease agreement;
  - g. Requirement to provide copies of keys to the landlord by the tenant;
  - h. Tenant's requirement to obtain renter's insurance; and
  - i. Other provisions which clarify the terms of the lease agreement.

The landlord should provide specific information to tenants:

1. Lead paint EPA approved information pamphlet (**N.J.A.C. 5:10-6.6**);
2. Truth in Renting statement, (which does not apply to buildings of two (2) or fewer units and owner-occupied premises of three (3) or fewer units (**N.J.S.A. 46:8-44 to -46**));
3. Flood zone notification (**N.J.S.A. 46:8-50**);
4. Child protection window guards (**N.J.A.C. 5:10-27.1 (c), (d)**);
5. Bed bugs (**N.J.A.C. 5:10-10.2**);
6. Late fees (**N.J.S.A. 2A-42-6.1 to -6.3**);
7. Dishonored payment fees (**N.J.S.A. 2A:32A-1**); and
8. Domestic violence termination policy (**N.J.S.A. 46:8-9.6 to -9.7**).

Additionally, if clearly stated in the lease agreement, the landlord may require the tenant to pay the landlord the costs of the landlord's attorney fees and court costs in the event of an eviction action for nonpayment of rent or for other legal actions; a landlord also may assess a "late charge" when the rent is not paid by a certain date. There is a five (5) "business day" grace period for senior citizens before a late fee may be assessed. A business day does not include Saturday, Sunday, State or Federal holidays.

The written lease must expressly permit a landlord to recover reasonable attorney's fees and include late fees as part of the rent in order for a judge to consider those expenses as additional rent in a summary dispossession proceeding (**Community Realty v. Harris**, 155 N.J. 212 (1998); **Housing Authority & Urban Redevelopment Agency of City of Atlantic City v. Taylor**, 334 N.J. Super. 572 (App. Div. 2000); **Sundersan v. Royal**, 386 N.J. Super. 246 (App. Div. 2005)). If a lease contains provisions that violate state statutes, local ordinances, or governmental regulations, or a tenant believes a provision is unreasonable, the tenant has the right to file an action in Superior Court, Law Division, Special Civil Part in the county where the building is located requesting the court to remove the provision from the lease (N.J.S.A. 46:8-48).

#### **Mobile Home Leases – Private Residential Leasehold Communities Law N.J.S.A. 46:8C-2 to -21.**

Mobile homeowners or residents of private residential leasehold communities are also tenants if they rent space in either of these types of communities. Therefore, they are afforded certain protections under New Jersey statutes and regulations, i.e, the Anti-Eviction Act, Homestead Property, Tax Credit Act and special protections under the Mobile Home Act. As set forth in New Jersey case law (**Fromet Properties, Inc. v. Burl**, 249 N.J. Super. 601 (App. Div. 1996); **Hale v. Farrakhan**, 3990 N.J. Super. 335 (App. Div. 2007); **Pohlman v. Metropolitan Trailer Park, Inc.**, 126 N.J. Super. 114 (Ch. Div. 1973)), it has been established that other landlord tenant laws are applicable including, but not limited to, security deposits, receivership, truth in renting, landlord tenant law, discrimination based on familial status, self-help eviction, distraint, and reprisal (*Tenant's Rights in New Jersey* written and published by Legal Services of New Jersey, 2014).

In accordance with N.J.S.A. 46:8C-2 to -21, a mobile home park or private residential leasehold landlord or operator is required to:

1. Offer a written lease for at least 12 months to each household within the park or community. The lease must be offered within 30 days from the time the new owner lawfully moves in;
2. Provide the occupant with a copy of all park/community rules and regulations prior to signing the lease;
3. Post a copy of park/community rules and regulations in a recreation hall or some other public location within the community where they can be easily located;
4. Fully disclose all fees, charges, and assessments, which must be based on actual costs incurred and all rules and regulations before the occupant moves in;

5. Provide a written notice of any fees, charges, and assessments within 30 days before a lease change become effective; and
6. Provide a copy of Truth in Renting statement.

A mobile park owner may not:

1. Force a tenant to buy equipment from a park owner or a particular outlet (**N.J.S.A. 46:8C-2**);
2. Force a tenant to either buy a mobile home or necessary equipment from a particular seller (**N.J.S.A. 46:8C-2**);
3. Force a tenant to move their mobile home within the park unless the move is reasonably necessary. If reasonably necessary, the park owner must serve the tenant with a 30-day written notice. In an emergency, the operator may move the mobile home, however, they are responsible for all damages to the home resulting from the move (**N.J.S.A. 46:8C-2**);
4. Charge a commission or fee for the sale of a mobile home unless they acted as the sales agent, nor prohibit the posting of a “for sale” on the home (**N.J.S.A. 46:8C-3**);
5. Force a tenant to make a donation or gift directly or indirectly from someone who wants to rent a space in the park (**N.J.S.A. 46:8C-2**); and
6. No landlord or operator may deny any resident the right to sell their home within the park community or require the unit to be moved solely because it is being sold (**N.J.S.A. 46:8C-2**).

A mobile park owner may reserve the right to approve the purchaser of a mobile home but approval cannot be unreasonably withheld. Any entrance fee or other payment required by the landlord to get into a park/community accepted by a landlord or operator makes the landlord or operator a disorderly person and may result in the person making the payment able to recover double the amount paid plus losses in Superior Court where the property is located.

### **Public Housing Leases**

Public housing authorities must follow lease regulations developed by the U.S. Department of Housing and Urban Development (HUD) as well as existing state laws. The HUD regulations reference both provisions that must be included in housing authority leases and provisions that must not be included: questions regarding public housing can be directed to the U.S. Department of Housing and Urban Development, New Jersey State Office, 1 Newark Center, Attn: Public Housing, Newark, New Jersey 07102-5260, (973) 622-7900.

### **Renewal of a Lease Agreement**

Many written leases contain a clause detailing what needs to be done to renew or extend the current lease term. The lease may, for instance, have a clause that states that unless either the landlord or tenant terminates the lease, it will renew automatically. Most yearly leases require a 60 to 90-day notice to the landlord by the tenant requesting termination of the existing lease. If

a tenant fails to give proper written notice or if notice of intent to terminate is not given in time, the lease will renew automatically.

A yearly lease that is not renewed automatically becomes a month to month lease when the current lease term ends. A month to month lease will renew automatically for another month unless the landlord or tenant acts to terminate the lease. This rule applies to both oral and written leases (**N.J.S.A. 46:8-10**).

When the lease term ends, the landlord can offer the tenant a new lease with amended terms and conditions. In order to do this, the landlord must provide the tenant with written notice terminating the existing lease and offering a new lease. The landlord's notice must clearly detail the changes made to the existing lease.

No landlord of residential rental properties except those in owner occupied two or three family dwellings, motels or hotels, transient, or seasonal units may fail to renew any lease, regardless of whether it is written or oral unless they have good cause not to renew the lease. The good causes for eviction are detailed under the section entitled, "Eviction," (**N.J.S.A. 2A:18:61.3**). Tenants of two- or three- family owner occupied buildings should refer to the section entitled, "Evictions for Owner-Occupied Two and Three Family Dwellings."

### **Cable Installation**

A landlord may not forbid or prevent installation of cable service or unreasonably restrict the tenant from installing an individual satellite dish or require advance payment for permission to install cable or satellite.

Installation must be in compliance with the Federal Communications (FCC) Regulations (**47 C.F.R. Section 1.4000**). If a tenant or landlord wishes to file a complaint regarding the lease or local government restrictions regarding installation of cable or a satellite dish, they may contact the Office of the Secretary, Federal Communications Commission, 445 12<sup>th</sup> Street S.W. – Washington D.C. 20554; Attn: Media Bureau.

A landlord may restrict installation of cable or a satellite dish communication system in common areas such as the stairwells, roofs, or exterior walls of a multiple dwelling. Landlord may also restrict installation to prevent damage to the property, if there is a safety risk, or the property is a historic property or in a historic district.

A landlord may disallow the installation of an individually owned satellite dish if there is a common antenna available for use by the residents and the costs are the same for the tenant (**N.J.S.A. 48:5A-49/47 C.F.R. 1.4000**).

### **Pets**

Generally, landlords have a right to include a "no pets," provision in the lease agreement. There is no state law that prohibits landlords from requiring lease agreements that exclude pets in rental property, except in certain senior citizen housing projects and for handicapped, blind, or deaf tenants. **George Young v. Victor Savinon, et al.**, 201 N.J. Super. 1, established the precedent that allows tenants in certain circumstances to keep their existing pets at their rental



units. In this case, the court found that tenants that were allowed to have pets and actually had pets living in their rental units at the beginning of their tenancy and continued to have those pets throughout their tenancies could not have their leases changed (upon renewal) by the new (or existing) landlord to prohibit the tenants from keeping the pets that they currently had. However, the landlord could prohibit the housing of any additional pets that those tenants may acquire in the future. A landlord may also prohibit existing and future tenants who do not own or maintain pets from caring for or maintaining pets on the premises.

The Pets in Housing Projects law, **N.J.S.A. 2A:42-103, et seq.**, defines “senior citizen housing project,” as any building or structure having three or more rental dwelling units. It does not apply to owner-occupied premises that do not have more than three rental dwelling units, or any health care facility. Any senior citizen residing in a senior citizen housing project and providing written notice to the landlord is allowed to own or care for a pet.

A landlord may refuse to renew a tenant’s lease because of a pet, under the following circumstances:

1. If the pet’s existence or behavior violates federal, state, or local building, health or use codes;
2. If the tenant fails to properly care for the pet;
3. If the tenant fails to control the pet, when taking the pet to or from the building, or if the tenant fails to take prompt action to remove any pet waste when requested by the landlord; and
4. If the tenant fails to keep the pet’s waste functions confined to areas that do not interfere with the common areas or entrance and exist of anyone to or from the senior citizen housing project.

A municipal court may declare a dog to be potentially dangerous if the dog:

1. Causes bodily injury to a person during an unprovoked attack, and poses a serious threat of bodily injury to a person;
2. Poses a threat or severely injured or killed another pet; or
3. The dog has been trained or encouraged to engage in unprovoked attacks on people or other pets.

A landlord may require a tenant to remove a pet from the rental premises if the pet is a continuing nuisance to the welfare or property of the landlord or the other residents. If the tenant does not remove the pet, the landlord may file for an eviction action for violating the lease due to a continuing nuisance created by the pet. The landlord has the burden of proving that the pet is a continuing nuisance. A continuing nuisance means that the pet’s existence interferes with the health, security, and comfort of other tenants or the number, size, breed, or species of the pet is inappropriate for the type of housing accommodations.

Landlords have the right to create reasonable written rules and regulations regarding the care and maintenance of pets. These rules and regulations should be incorporated into the tenant’s lease.

The Law Against Discrimination as set forth in **N.J.S.A. 10:5-29.2**, prohibits discrimination against handicapped, blind, or deaf people in renting or leasing housing accommodations. A handicapped, blind, or deaf person who has a service or guide dog, or who obtains a service or guide dog, shall have full and equal access to all housing accommodations and shall not be required to pay extra compensation. Any lease or rental agreement prohibiting pets shall not apply to a service or guide dog owned by a handicapped, blind, or deaf tenant. The tenant is responsible for any damages done to the premises by the service or guide dog.

Tenants should maintain control of their pets and obey any lease requirements regarding the care and control of a pet's behavior, designated activity/walking areas and waste cleanup. Tenants should obey all Federal, State, and Local laws regarding the maintenance of their pets. Pets should not create a continuing nuisance for other residents or the landlord. Landlords are not responsible for the actions of a tenant's pet, unless the landlord is aware of the pet's vicious propensity and fails to take action. If tenants do not obey pertinent laws, rules, and regulations, the landlord may have cause to ask the tenant to remove the pet from the premises or the landlord may have cause for an eviction action.

### **Termination of a Lease Agreement**

The only reason a landlord can terminate a lease is if they offer a new lease to the tenant with different terms, i.e. higher rent or new rules and regulations, and the tenant does not agree. A landlord cannot evict a tenant just because the lease term has ended. It is important to note that termination is distinguishable from eviction. For more detailed information, see the eviction section of this publication.

If a tenant moves out before the end of the lease, the landlord may be able to hold the tenant responsible for the rent that becomes due until the premises is rented again, or until the lease ends, whichever occurs first. If the tenant moves out before the lease term has expired, the landlord must attempt to re-rent the apartment for the remaining months on the lease and prove that there was an attempt to re-rent the unit, i.e. advertising the premises for rent and interviewing tenants (**Sommer v. Kridel**, 74 N.J. 446 (1977); **McGuire v. City of Jersey City**, 125 N.J. 310 (1991); **Fanarjian v. Moskowitz**, 237 N.J. Super. 395 (App. Div. 1989)).

A tenant may terminate a lease for the following reasons:

1. **Moving out because of bad conditions** - if the landlord fails to make needed repairs the tenant must have proof of the bad conditions. If this is the case, the law holds the landlord responsible for breaking the lease by failing to fulfill their contractual obligation to provide safe and decent housing. This is called constructive eviction (**Reste Realty Corp v. Cooper**, 53 N.J. 444 (1969); **Harel Assoc. v. Cooper Healthcare Prof. Serv., Inc.**, 271 N.J. Super. 405 (App. Div. 1994)).
2. **Housing that is not handicapped accessible** - if a landlord cannot or will not make a dwelling unit handicapped-accessible, at the landlord's own expense, for a disabled tenant or a member of the tenant's immediate family who is disabled as a result of the loss of one or more limbs or who requires an assistive device to move about, the lease can be terminated on the 40<sup>th</sup> day following receipt by the landlord of a notice of lease

termination and certification from a treating physician on a form submitted by the tenant to the landlord (**N.J.S.A. 46:8-9.2**).

The same procedure applies to the termination of the lease in the event of the death of the tenant or the tenant's spouse, except that a specific form is not prescribed (**N.J.S.A. 46:8-9.1**). These provisions for early termination do not apply to any lease that specifically provides otherwise.

**3. Lease Termination Due to Disabling Illness** - under the Lease Termination Due to Disabling Illness, Accident or Death Law, a tenant may break their lease, under certain conditions. A 40-day written notice of lease termination is required in each instance. The tenant must vacate and return possession of the property to the landlord at least five working days prior to the 40<sup>th</sup> day following the landlord's receipt of the notice to terminate. Rent must be paid until the termination date (**N.J.S.A. 46:8-9.2**).

- A.** In certain circumstances, a tenant suffering a disabling illness or accident resulting in a loss of income may break a lease having a term of one or more years after submitting a form prescribed by law (**N.J.S.A. 46:8-9.2**).
- B.** Tenants 62 years of age or older that are accepted into an assisted living facility, a nursing home, or a continuing care retirement community may break their lease. The tenant, spouse, or legal representative must provide the landlord with written notice of termination of the lease and attach a certification from a treating physician stating that the tenant or spouse needs to be in an assisted living facility, nursing home, or continuing care retirement community and documentation that the tenant has been accepted into one of those facilities (**N.J.S.A. 46:8-9.2**).
- C.** Tenants 62 years of age or older that do not already reside in low- or moderate-income housing and are accepted into low- or moderate-income housing may break their lease agreements. The tenant, spouse, or legal representative must provide the landlord with a written notice of termination of the lease and attach documentation i.e., a lease or intent to lease low or moderate housing (**N.J.S.A. 46:8-9.2**).

**4. Termination of the Lease Due to Domestic Violence** - according to the New Jersey Safe Housing Act (**N.J.S.A. 46:8-9.4 et seq.**) victims of domestic violence may terminate their lease without penalty prior to the expiration of the lease by providing the landlord with a written notice that the tenant or a child of the tenant faces an imminent threat of serious physical harm from a specific person, (that must be identified in the written notice), if the tenant remains on the premises, and by fulfilling any of the following requirements:

- A.** Has a certified copy of a permanent restraining order issued by a court under the Prevention of Domestic Violence Act of 1991 (**N.J.S.A. 2C:25-17 et seq.**) and protecting the tenant or child from the person named in the written notice;
- B.** Has a certified copy of a permanent restraining order from another jurisdiction issued pursuant to that jurisdiction's laws concerning domestic violence, and protecting the tenant or child from the person named in the written notice;
- C.** A law enforcement agency record documenting the domestic violence, or certifying that the tenant or a child of the tenant is a victim of domestic violence;

- D. Medical documentation of the domestic violence provided by a health care provider;
- E. Certification, provided by a certified Domestic Violence Specialist, or the director of a designated domestic violence agency, that the tenant or a child of the tenant is a victim of domestic violence; or
- F. Other documentation or certification, provided by a licensed social worker, that the tenant or a child of the tenant is a victim of domestic violence.

Lease Termination due to domestic violence shall take effect on the thirtieth day following receipt by the landlord of one of the documents listed above and a written notice from the tenant that they intend to vacate the premises and terminate the lease. The rent shall be pro-rated up to the time of the lease termination (**N.J.S.A. 46:8-9.4 et seq.**).

If there are tenants on the lease other than the tenant who has given notice of termination of the lease due to domestic violence, the co-tenant's lease also terminates. The co-tenant may enter into a new lease agreement with the landlord at the landlord's option.

Where the leased premises are under the control of a public housing authority or redevelopment agency, the victim of domestic violence must give notice in accordance with any relevant regulations pertaining to public housing leases.

If a tenant terminates the lease agreement prior to the expiration of the lease pursuant to the Safe Housing Act, (**N.J.S.A. 46:8-9.6**), the tenant is entitled to the return of their security deposit. Within 15 business days after the lease is terminated, the landlord shall make available the return of the tenant's security deposit, plus any interest earned, to the tenant or the tenant's agent. In addition, within three business days after the lease is terminated, the landlord must notify the tenant in writing of when and where the tenant can pick up the security deposit. The notice must be given by personal delivery or mailed to the last known address, indicating the location of the security deposit and the hours in which the tenant may pick up their security deposit. The landlord must provide a duplicate notice to the relocation officer. If there is no relocation officer, notice must be provided to the municipal clerk. The security deposit must be available for return during normal business hours for thirty (30) days in the municipality where the rental property is located. The security deposit must be accompanied by an itemized list of the interest earned and any deductions. Any security money not demanded by and returned to the tenant or the tenant's designated agent within 30 days shall be redeposited or reinvested by the landlord, in accordance with the Security Deposit law. The landlord may charge the tenant for any money due the landlord under the terms of the lease, including damages to the property that are not ordinary wear and tear and any rent due and owing at the time the lease is terminated (**N.J.S.A. 46:8-19**).

A landlord shall not disclose information documenting domestic violence that has been provided to the landlord by a victim of domestic violence. The information shall not be entered into any shared databases or provided to any person or entity. However, the information may be used as evidence in an eviction proceeding, legal action for unpaid rent or damages from the tenancy, with the consent of the tenant, or as otherwise allowed by law.

This law does not apply to transient or seasonal rentals.

5. **Service Members Civil Relief Act** - a service member leasing an apartment before entering the military has the legal right under this act to terminate the lease under the following circumstances (**50 U.S.C.A. § 3955**):

- A. At any time after the renter's entry into military service; or
- B. The service member, while in military service, executes the lease and thereafter receives military orders for a permanent change of station outside of the continental United States or to deploy with a military unit for a period of not less than 90 days.

The service member must provide the landlord written notice of termination of the lease and a copy of the military orders. Notice of termination of the lease must be provided in advance. Termination of the lease is effective on the last day of the month following the month in which the notice is delivered. The service member will incur no further monetary responsibility after providing the landlord with the proper notices. The landlord is required to return the security deposit in accordance with the applicable Security Deposit Law (**N.J.S.A. 46:8-26**).

Moreover, if the rent does not exceed \$3,991.90 per month, eviction actions may be stayed by the courts for three (3) months unless the court finds that the tenant's ability to pay rent is not materially affected by reason of the military service. This amount is current as of 2020 and increases each year in accordance with the CPI component for housing.

For further information about the act including specific notice requirements and time frames, military personnel can contact the Legal Assistance Section of Fort Dix and McGuire Air Force Base at (609) 754-2010 or the Reserve Office of Fort Monmouth Legal Services at (732) 532- 4371.

### **Modification of the Rental Premises for People with Disabilities**

It is illegal for a landlord to refuse to rent to a tenant because of the tenant's handicap or disability. The landlord is not required to modify existing rental premises occupied, or to be occupied, by a person with a disability. However, the landlord also cannot refuse to make reasonable changes (at the expense of the disabled person) as may be necessary to afford the disabled person full enjoyment of the premises. The tenant may be required to restore the premises to the condition that existed before the modification, except for reasonable wear and tear. The landlord may also require a description of the modifications and proof of required permits (**N.J.A.C. 13:13-3.4(f)**).

The landlord may require the tenant deposit money into an escrow account each month to cover the costs of removal of the modifications when the tenant moves out. The landlord can only require the tenant to deposit the money into the escrow account if they can prove that the costs of restoring the premises to its original condition will be expensive. Payments into an escrow account must be affordable and must cease when the amount needed to restore the unit to its original condition is reached. Interest on the account goes to the tenant.

New Jersey State Law also allows a disabled tenant to terminate the lease agreement if the unit is not handicapped accessible. A lease can be terminated if the landlord refuses to make the unit handicapped accessible after the tenant requests that the unit be made handicapped accessible and the landlord is unable or unwilling to do so (**N.J.S.A. 46:8-9.2**).

### **Right of Entry**

In general, a landlord does not have the right to enter a residential rental premises without consent of the tenant or a judgement from the Superior Court of New Jersey. There is no case law in New Jersey that either requires a tenant to give a landlord a key or prohibits a landlord from keeping a key to a rented unit. The landlord does not have the right to come into the dwelling unit whenever he or she wants to enter. However, the courts have generally approved lease provisions that require the tenant provide the landlord with a key citing emergency circumstances where the lack of a key could result in the loss of life or property in the case of an emergency. Unless otherwise clearly stated in the lease agreement, a tenant disputing the landlord's right to a key can simply refuse to provide the landlord with a key. The landlord may then seek an action for eviction based on the tenant's refusal to provide the landlord with a key. The court may deny the landlord the right to have a key if the tenant can prove that the landlord has abused the right to enter the premises. Moreover, the landlord may be liable to the tenant for damage or stolen property if the landlord is known to have a key and known to enter the rental unit when the tenant is not home. In a written lease, the landlord's duty not to enter the premises is called the covenant of quiet enjoyment which means that the tenant can control who may or may not enter the dwelling unit (**N.J.S.A. 2A:39-1**).

A landlord shall be guilty of an unlawful entry and detainer if they enter the rental premises peacefully or forcibly and then detain or keep possession of the property or take the property by force, the threat of force, or remove the tenant's personal property without consent of the tenant or a judgment from the Superior Court of New Jersey. With the exceptions noted above, if a landlord enters a tenant's unit while the tenant is not home, without the tenant's permission, it is forceable entry (**N.J.S.A. 2A:39-2**). If a tenant willfully and without force holds over or remains at the property after they have been given a written notice demanding delivery of possession (Notice to Quit) of the rental premises from the tenant to the landlord, the tenant shall be guilty of an unlawful detainer. If the tenant is found guilty of an unlawful detainer, the tenant shall pay the landlord double the rent for the holdover time that the tenant possesses the premises (**N.J.S.A. 2A:39-2**).

### **Filing a complaint for unlawful entry and detainer**

Any legal action for a forcible unlawful entry and detainer, forcible detainer, and unlawful detainer shall be brought before the Superior Court, and the court may hear and make a determination in that action. If a landlord enters the rental premises unlawfully, a trespass complaint may be filed by the tenant with the local police department, under the New Jersey Criminal Code for "defiant trespass" (**N.J.S.A. 2A:39-6**).

A tenant or landlord depending on the judge's decision shall be entitled to possession of the real property and shall recover all damages that may have been caused by the unlawful entry

and detainer, including, court costs and attorney's fees. When it is not appropriate to return the person to possession of the premises, treble (3x) damages shall be awarded (**N.J.S.A. 2A:39-8**).

### **Access to the property**

The Bureau of Housing Inspection, or an authorized representative, has the authority to enter and inspect at any reasonable time any multiple dwelling (**N.J.A.C. 5:10-1.1 et seq.**). A multiple dwelling is a building with three or more independent dwelling units. It is the duty of the landlord to notify the tenant when the Bureau of Housing Inspection has scheduled the property for an inspection.

The Bureau of Housing Inspection regulations also provide that upon reasonable notification tenants must give the landlord and the landlord's employees access to the dwelling unit for the purpose of inspection and maintenance. Reasonable notification is normally one day. However, in the case of safety or structural emergencies immediate access shall be granted (**N.J.A.C. 5:10-1.2**).

Consent of the tenant is required for inspection of the tenant's private living quarters that are subject to the lease agreement except in the following cases (**N.J.A.C. 5:10-1.10 (d)**):

1. In case of emergencies where a condition exists that pose an immediate threat to the safety or health of persons using or near the premises.
2. Where access to the premises has been denied and inspection is required to implement the requirements of the Bureau of Housing Inspection.

A landlord may request entry to a rental unit to perform other services or to show the unit for re-renting or sale. However, there is no statute or available case law that obligates a tenant to allow a landlord access to the rental premises for purposes other than inspection, maintenance, and repair. Therefore, the issue of entry in other cases should be addressed in the terms of the lease agreement. Disputes that arise regarding a landlord's right of entry must be decided on a case-by-case basis in court.

### **Security Deposits**

The Security Deposit Law applies to most residential rental properties, including mobile homes. The exception is an owner-occupied two-, or three-family dwelling. A tenant in an owner-occupied two-, or three-family dwelling may, however, make this provision applicable to their tenancy 30 days after sending a written request to the landlord that the landlord fulfill the requirements of the Security Deposit Law. In New Jersey, the landlord is not required to collect a security deposit from the tenant, however, if they do, they must follow prescribed rules and regulations (**N.J.S.A. 46:8-26**).

The maximum-security deposit to be collected by the landlord cannot be more than one and one-half times one month's rent (**N.J.S.A. 46:8B-21.2**). It can be less. Any additional yearly security deposit increase may not exceed 10% of the current security deposit. A landlord may not charge a pet security deposit if it exceeds one and one-half times one month's rent when combined with the regular security deposit. In the case of **Brownstone Arms v. Asher**, 121 N.J. Super. 401

(1972), and Reilly v. Weiss, 406 N.J. Super. 71 (2009), the courts determined that advanced rents in excess of one and one-half times the monthly rental payment violate the Security Deposit Law. Therefore, any prepaid funds held to secure future rents are considered to be a part of the security deposit. This includes the last month's rent. It does not matter how the prepaid funds are labeled. The landlord may only require one and one-half times the tenant's monthly rent as security and the first month's rent at the inception of the lease. That means the landlord may not require more than two and one-half times the monthly rent at the inception of the lease, this includes the security deposit and the first month's rent. There is no time limitation within the statute for making the request for a deposit.

The security deposit money continues to be the property of the person making the deposit and must be held in trust by the person receiving the money. This means that the person who receives the money must not use the money in any way not permitted by law. The security deposit shall not be comingled with the personal property or become an asset of the landlord.

A landlord or designee who receives security deposit money for ten or less units must deposit that money in an insured bank or savings and loan association located in New Jersey in an interest-bearing account at the current interest rate at the time of deposit. A landlord or designee who receives security deposit money for 10 or more units has the option of investing the money in an insured money market fund of a New Jersey-based investment company where the investments mature in one year or less, or deposit that money in a State or federally chartered bank, or savings, and loan association located in New Jersey in an account bearing a variable rate of interest. This section of the Security Deposit Law does not apply to security deposits for seasonal use or rental. Seasonal use or rental means use or rental for a term of not more than 125 consecutive days for residential purposes by a person having a permanent place of residence elsewhere. Seasonal use or rental does not mean use or rental of living quarters for seasonal, temporary, or migrant farm workers in connection with work or place where work is being performed. The landlord shall have the burden of proving that the use or rental of the residential property is seasonal (**N.J.S.A. 46:8-19 (d)**).

The interest or earnings paid on the security deposit belongs to the tenant and shall be paid to the tenant in cash or credited toward rent due and owing on the renewal or anniversary of the tenant's lease or on January 31, if the tenant has been given written notice, that the interest payments will be paid on January 31 of each year (**N.J.S.A. 46:8-19 (c)**).

Within 30 days of receipt of the security deposit and at the time of each annual interest payment, the landlord must notify the tenant in writing of the name and address of the banking institution or investment company in which the money is deposited, the amount of the deposit, type of account, and current rate of interest for the account. In addition, the landlord must notify the tenant within 30 days of transferring security deposit money to a new landlord or moving the security deposit to another account or bank. If a tenant does not receive proper notice or is not paid interest as required, the tenant may use the security deposit for payment of rent by giving the landlord written notice that the security money plus interest at the rate of 7% per annum be applied to rent payments or payments due or to become due from the tenant. However, if the tenant does not receive the annual notice at the time of the annual interest payment, or is not paid the annual



interest, as required, the tenant must give the landlord written notice and allow the landlord 30 days to comply with the annual interest payment and notice requirements. If the landlord does not reply within the allotted time, the tenant can use his security deposit toward his rent. If the tenant's security deposit gets applied to his rent, the landlord may not make further demand for an additional security deposit (**N.J.S.A. 46:8-19.1 (c)**).

Within 30 days after the termination of a tenancy, a landlord must return the security deposit, plus interest earned less deductions, to the tenant (**N.J.S.A. 46:8-21.1**). Deductions may include the cost of any damages over and above normal wear and tear, and any other money due the landlord under the terms of the lease. The landlord must return the money either by personal delivery, registered, or certified mail. If there are any deductions made from the security deposit by the landlord, an itemized list of these deductions must also be sent to the tenant by registered or certified mail within 30 days from the termination of the tenancy. If the amount of money owed to the landlord for damages or unpaid rent is greater than the amount of the security deposit, the landlord may sue for the difference. No deductions shall be made from a security deposit of a tenant who remains in possession of the rental premises.

If a landlord fails to return the security deposit within 30 days, or the tenant disagrees with the amount deducted, the tenant may sue for double the amount of the security deposit that the tenant contends was wrongfully withheld. If the tenant is successful, the court may award the tenant double the amount wrongfully withheld, together with court costs and reasonable attorney's fees (**N.J.S.A. 46:8-21.1**). However, if the tenant breaks the lease and moves out of the dwelling unit prior to the expiration of the lease, without legal cause, the lease is not considered to be terminated. The lease is considered to be terminated once the unit is re-rented or the lease expires, whichever occurs first, provided that the tenant notified the landlord as required by the lease agreement. The date the rental unit is re-rented determines the date of the termination of the breached lease, **J.C. Mitchell v. First Real Estate, 287 N.J. Super 546 (1996)**. Therefore, in the case of a broken lease agreement by the tenant, the 30 days that the landlord shall return the tenant's security deposit does not start until the landlord re-rents the rental unit, or until the lease expires, whichever occurs first.

Within five (5) business days after a tenant is displaced by fire, flood, condemnation, or evacuation, the landlord must return the security deposit. The law requires the return when either an authorized public official has posted a notice prohibiting occupancy or has certified that the displacement is expected to continue longer than seven (7) days. Within three (3) business days of having received notice of the displacement, the landlord must let the tenant know where the security deposit can be collected. The landlord may arrange to have the municipal clerk hold the security deposit so that the tenant may collect it at the clerk's office. If the tenant has not collected the deposit within 30 days, the landlord can redeposit it with the banking institution or investment company with which it was deposited before the displacement. If the tenant is later able to move back into the dwelling unit but has already collected the deposit, the tenant must again pay the landlord a security deposit (one-third will be due immediately, another one-third in 30 days, and the last one-third in 60 days) (**N.J.S.A. 46:8-21.1**).

If the property is sold or transferred it is the duty of the new owner to obtain the security deposit, plus accrued interest on the tenant's deposit, that was collected by the former owner. Whether or not the deposit and interest are transferred, the new owner is responsible for the investment of the security deposit, giving all notices and paying interest, and for the return of the security deposit, plus any accrued earnings or interest (**N.J.S.A. 46:8-21**).

The Small Claims section of the Special Civil Part of the Superior Court, Law Division in the county where the unit is located or in the county where the landlord resides has jurisdiction in actions involving security deposits where the amount does not exceed \$5,000, including any applicable penalties, but not including court costs. For actions over \$5,000 but not exceeding \$15,000, a person must file in the Special Civil Part of the Superior Court Law Division, New Jersey Court Rule 6:11 (**N.J.S.A. 46:8-21.4**). There is no State agency that has jurisdiction over security deposit disputes. All disputes must be settled through court action.

Any landlord who willfully and intentionally withholds a security deposit made by or on behalf of a tenant who has received financial assistance through any State or federal program, including welfare or rental assistance, may be penalized. The landlord may be liable for a civil penalty of not less than \$500 or not more than \$2,000 for each offense. The penalty shall be collected and enforced by summary proceedings pursuant to the Penalty Enforcement Law (**N.J.S.A. 2A:58-12**). The State entity which made the deposits on behalf of the tenant will be entitled to any penalty amounts recovered. A tenant receiving governmental financial assistance is not required to file an action to recover security deposits withheld by a landlord in violation of this law in order to continue participation in the governmental program (**N.J.S.A. 46:8-21.1; N.J.S.A. 46:8-21.5**).

Any person who unlawfully uses security deposit monies may be criminally charged as a disorderly person and may be subject to a fine of not less than \$200 or imprisonment for not more than 30 days, or both (**N.J.S.A. 46:8-25**).

### **Discrimination**

Under State and federal laws, it is illegal for a landlord or rental agency to refuse to rent or discriminate in the rental of housing units. The New Jersey Law Against Discrimination (LAD), **N.J.S.A. 10:5-12(g) to -(h)**, prohibits discrimination when selling or renting property and requires equal treatment in the sale or rental of housing regardless of race, creed, color, national origin, ancestry, sex, marital status, civil union status, domestic partnership status, familial status, affectional or sexual orientation, gender identity or expression, mental and physical disability, nationality, or source of lawful income.

The law applies to all landlord-tenant relationships, except those involving two-family owner occupied dwellings, rooms in an owner or resident-occupied single home, and residences planned exclusively for and occupied by one sex, i.e. YMCA and age-restricted housing, as it pertains to familial status (**N.J.S.A. 10:5-5(n)**).

A landlord may refuse to rent to an individual or family if they do not have sufficient income, family is too large for the unit, overcrowded occupancy would result in violation of zoning laws, or credit history is poor (**42 U.S.C.A. § 3601 to -3610**).

Under the LAD and the Fair Housing Amendments Act, the refusal to rent to a family that includes children, with the exception of housing built for older persons and owner-occupied structures with no more than two dwelling units is prohibited under **42 U.S.C.A. § 3601 to -3610**.

A complaint against a person who refuses to rent, or who attempts to cancel a lease based on illegal discrimination may be filed in a court of competent jurisdiction, i.e. New Jersey Superior Court. Discrimination complaints pertaining to New Jersey state law violations should be reported to the proper field office of the Division of Civil Rights, New Jersey Department of Law and Public Safety. Addresses and contact information of the various regional offices are located in the appendix section of this publication. If there is a federal violation, a complaint may be filed with the U.S. Department of Housing and Urban Development or the U.S. Attorney. For additional information regarding discrimination on housing in New Jersey, the website is <http://www.nj.gov/oag/dcr/index.html>

If a complaint is filed with one of the three agencies referenced above these agencies are required to investigate the complaint and take action and remedy the situation if it is found that discrimination has actually occurred. A landlord that discriminates may be required to pay monetary damages and be required to rent the unit to the complainant if a violation is determined to have occurred. Under the LAD, landlords who violate this law are subject to substantial fines and penalties, up to \$10,000 for a first offense (**N.J.S.A. 10:5-14.1a(a)**).

### **Disposition of Personal Property**

In accordance with **N.J.S.A. 2A:18-72**, a landlord of residential property may dispose of any personal property, tangible goods, manufactured, or mobile homes left on the premises after having given notice to the tenant prior to disposition of the property; or the tenant has provided the landlord with a written notice that they are relinquishing possession of the premises. The landlord may dispose of the property if they believe that the tenant has left the property on the premises with no intention of asserting any further claim to the property and the premises. Additionally, the landlord must satisfy the following conditions:

1. Written notice to the tenant with the requirements of the Abandoned Property Law concerning delivery and storage. The notice shall be sent by certified mail return receipt requested or by receipted first class mail addressed to the tenant at tenant's last known address and at any alternate address known to the landlord (**N.J.S.A. 2A:18-73**); and
2. A warrant for removal has been executed and possession of the property has been restored to the landlord (**N.J.S.A. 2A:18-72(b)**); or
3. The tenant has given written notice that they are voluntarily relinquishing possession of the premises (**N.J.S.A. 2A:18-72(b)**).

If the abandoned property is not removed:

1. The landlord may sell the property at a public or private sale (**N.J.S.A. 2A:18-78(a)**); or

2. The landlord may destroy or otherwise dispose of the property if the landlord reasonably determines that the value of the property is so low that the cost of storage and conducting a public sale would probably exceed the amount that would be realized from the sale (**N.J.S.A. 2A:18-78(b)**); or
3. The landlord may sell items of value and destroy or otherwise dispose of the remaining property (**N.J.S.A. 2A:18-78(c)**).

If the tenant claims the property within the timeframe provided in the notice, the landlord must make the property available for removal by the tenant without payment by the tenant of any unpaid rent.

After notifying a tenant as required by sections **N.J.S.A. 2A:18-73 to -74** (contents of notice for abandoned property), a landlord shall store all goods and other personal property of the tenant in a place of safekeeping and shall exercise reasonable care for the property, except that the landlord may promptly dispose of perishable food and shall allow an animal control agency or humane society to remove any abandoned pets. A landlord shall be entitled to reasonable storage charges and costs incidental to storage. A landlord may store property in a commercial storage facility, in which case the storage cost shall include the actual storage charge plus the reasonable cost of removal of the property to the place of storage.

If a tenant responds in writing or orally to the landlord, on or before the day specified in the required notice, that they intend to remove the property from the premises, or from the place of safekeeping if the landlord has stored the property and does not do so within the time specified in the notice or within 15 days after the written response, whichever is later, the tenant's property shall be conclusively presumed to be abandoned (**N.J.S.A. 2A:18-76**).

Upon removal of property, a tenant shall reimburse the landlord for the reasonable cost of storage for the period the property was in the landlord's safekeeping, including the reasonable cost of removal of the property to a place of storage. A landlord shall not be entitled to reimbursement for storage and removal costs which are greater than the fair market value of such costs in the locale of the rental property. A landlord shall not be responsible for any loss to a tenant resulting from storage of property unless the loss was caused by the landlord's deliberate or negligent act or omission (**N.J.S.A. 2A:18-77**).

A landlord may deduct from the proceeds of any sale the reasonable costs of notice, storage and sale and any unpaid rent and charges not covered by a security deposit. After deducting these amounts, the landlord shall remit to the tenant the remaining proceeds, if any, together with an itemized accounting. If the tenant, after due diligence, cannot be found the remaining proceeds shall be deposited with the Superior Court and, if not claimed within 10 years, shall escheat to the State (**N.J.S.A. 2A:18-80**).

Compliance in good faith by the landlord with the requirements of the law constitutes a complete defense in any action brought by a tenant against a landlord for loss or damage to the property, however, if the landlord seizes and retains a tenant's property without complying with the law, the tenant is relieved of any liability for reimbursement of the landlord's cost and is entitled to recover up to twice the actual damages sustained (**N.J.S.A. 2A:18-82**).

## **Nonpayment and Distraint**

A landlord is prohibited from taking or holding a residential tenant's possessions for nonpayment of rent. The legal term for this practice is "distraint." A landlord cannot use distraint for money owed on a lease or other agreement for a unit used only as a residence (**N.J.S.A. 2A:33-1 to -23**).

A tenant may sue for damages resulting from distraint for nonpayment of rent in Superior Court, Special Civil Part, in the county the building is located or the county in which the landlord resides. The court may award double damages and costs of legal action to a tenant whose property was wrongfully distrained, (**N.J.S.A. 2A:33-19**). Any tenant who removes or conceals any of his personal property with the intent to delay, hinder, or defraud the landlord shall be liable for the damages to the landlord if the action of the tenant appears to be willful, the landlord shall be entitled to recover double damages (**N.J.S.A. 2A:33-21**).

When a tenant threatens to leave the unit without payment of rent and a landlord has not yet received a judgement from the court, the landlord may seek a temporary restraining order to prohibit the tenant from leaving the jurisdiction of the court (**Court Rule 4:51-5**).

## **Consumer Fraud Protection**

Deception, fraud, misrepresentation, or knowing failure or refusal to provide important information in connection with the sale or advertisement of real estate is illegal in New Jersey (**N.J.S.A. 56:8-2**). An aggrieved consumer may sue for triple damages plus attorney's fees for consumer fraud (**N.J.S.A. 56:8-19**). A tenant may contact the Department of Law and Public Safety, Division of Consumer Affairs, Office of Consumer Protection, 124 Halsey Street, Newark, New Jersey 07101, (973) 504-6200, <https://www.njconsumeraffairs.gov> for further information concerning the Consumer Fraud Act.

## **Credit Checks and Background Checks**

Landlords may access credit reports for prospective tenants from credit bureaus or tenant screening agencies. The landlord may use the information provided in deciding whether to approve or deny an applicant. If a tenant's application is denied due their credit report, the landlord must provide the tenant with the name, address, and telephone number of the credit reporting or screening agency that supplied the negative report (**15 U.S.C.A. § 1681m**). The landlord is allowed to charge the tenant for the cost of the report. The landlord may also request reasonable rental application fees or employment verification. For more information about the Fair Credit Reporting Act, call toll-free 1-877-FTC-HELP (1-877-382-4357), or visit their website at [www.ftc.gov](http://www.ftc.gov). Landlords may also perform background checks through public records.

Furthermore, landlords may attempt to verify the validity of any information a tenant provides on his or her rental application.

## **Rent**

A tenant has the responsibility to pay the full amount of rent on time. An owner has the responsibility to maintain the dwelling in a habitable condition.

A tenant who remains in a unit after giving his or her landlord written notice of intent to leave may be held responsible for double the rent payments for the months that the tenant continues to occupy the unit without a lease. The payment of double rent payments shall continue to be paid during the time period in which the tenant continues in possession of the premises after giving written notice of intention to leave the premises (**N.J.S.A. 2A:42-5**). The amount due and owing to the landlord is recoverable by any action in any court of competent jurisdiction (**N.J.S.A. 2A:42-6**).

Any senior citizen receiving a Social Security Old Age Pension, a Railroad Retirement Pension, or any other governmental pension in lieu of a Social Security Old Age Pension, and any recipients of Social Security Disability Benefits, Supplemental Security Income, or benefits under Work First New Jersey, must be given a period of five (5) business days grace period for payment when the rent is due on the first of the month. No delinquency or late charge may be assessed during the grace period. Any landlord who fails to allow this grace period may be criminally prosecuted as a disorderly person (**N.J.S.A. 2A:42-6.1 to -6.3**).

### **Rent Control/Rent Increases**

The State of New Jersey has no laws that establish, govern or control rents. Municipalities may pass an ordinance establishing rent control or rent leveling. Locally created boards enforce these ordinances. Rent control ordinances have been upheld as a valid exercise of the municipal police power where there is a housing shortage (**Iganamort v. Borough of Fort Lee, 120 N.J. Super. 286 (1973); Helmsley v. Borough of Fort Lee, 78 N.J. 200 (1978); Orange Taxpayers Council, Inc. v. City of Orange, 83 N.J. 246 (1980)**)).

Under the Newly Constructed Multiple Dwellings Law (**N.J.S.A. 2A:42-84.5**), newly constructed multiple dwellings shall be exempt from any local rent control ordinances for a period of 30 years following completion of construction of the building. Rents that are subsidized by governmental funding may also be exempt from local rent control ordinances. A tenant may contact the Rent Control Board or municipal clerk in their town to find out if their rental unit is covered by a rent control or rent leveling ordinance.

Although the State of New Jersey does not have any laws that establish, govern, or control rents, a landlord can increase rents if they follow certain procedures. A landlord cannot raise the rent mid-lease term. The old lease must be terminated, and the new lease must have the increased rental payment. The landlord has to offer the tenant a new lease with the increased rent once the old lease has been terminated. In order to terminate a lease, the landlord must take the following steps (**N.J.S.A. 2A:18-61.1(f)**):

1. Landlord must give the tenant proper written notice, which informs the tenant that the current lease is terminated, and the tenant can remain in the premises by signing a new lease at an increased rent.
2. Written notice must also state that end of the current lease, tenant has the right to continue renting the premises at the increased rent.

Notice requirements for rent increases are contained in the Anti-Eviction Act (**N.J.S.A. 2A:18-61.1 et seq.**). This law provides that before an owner can evict a tenant for nonpayment of an increased rent, they must first serve the tenant with a valid notice to quit and notice of rent increase. This notice does not mean that the tenant must actually leave; the tenant has the right to remain as long as they pay any legal increase in rent. The increase in rent must not be unconscionable; it must not be so unreasonable as to shock the conscience of a fair and honest person and must comply with any municipal ordinances governing rent increases.

The definition of unconscionable is fact sensitive. Factors used in defining unconscionable are the amount of the increase; the landlord's expenses and profitability; how the existing and proposed rent compared to rents charged at similar rental properties in the same geographic area; the relative bargaining position of the parties; and the Judge's general knowledge (**Fromet Properties v. Buel, 294 N.J. Super. 601 (App. Div. 1996); Hale v. Farrakhan, 390 N.J. Super. 335 (App. Div. 2007).**

If an increase is determined to be unconscionable or a tenant has not received proper notice, the tenant may file a complaint with a municipal rent control board where one exists. Where there is no municipal rent control and a rent increase is charged that a tenant does not pay on the ground that it is unconscionable, the landlord may file an eviction action for non-payment of the rent increase. A judge would decide if the increase was unconscionable or not. If the court finds that the rent increase is not unconscionable or in violation of a rent control ordinance, the tenant will have to pay the increase in order to avoid being evicted.

If a building is converted to a condominium or cooperative form of ownership, or to fee simple ownership of units, rents may not be increased to cover costs resulting solely from the conversion (**N.J.S.A. 2A:18-61.31**). This does not mean that rents may not be increased to cover the cost of new services or amenities. This prohibition applies to all tenants in the building regardless of whether they are eligible for protected tenancy as senior citizens or disabled persons.

### **Public Financed and Subsidized Housing**

Housing developments owned or subsidized by the U.S. Department of Housing and Urban Development (HUD), as well as unsubsidized developments with HUD-insured mortgages determined by HUD to have certain economic problems, are not subject to municipal rent control. For further information on the proper notice of a rent increase (the allowable amount of each rent increase in HUD buildings), contact the U.S. Department of Housing and Urban Development, New Jersey State Office, 1 Newark Center, Newark, New Jersey 07102-5260, (973) 622-7900. Likewise, rents fixed and controlled by the New Jersey Housing and Mortgage Finance Agency (NJHMFA) in projects it finances are not subject to municipal rent control ordinances. For further information on the proper notice of a rent increase or the allowable amount of rent increase in a NJHMFA project, contact the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Ave., Post Office Box 18550, Trenton, New Jersey 08650-2085, (609) 278-7400.

## **Property Tax Rebate for Tenants**

The Tenants' Property Tax Rebate Act (**N.J.S.A. 54:4-6.2 to – 6.13; N.J.A.C. 5:33-3.1 et seq.**), as amended in 1998, may require owners of properties with five (5) or more rental units to pass on to their tenants as a rent credit or cash rebate, the full amount of any current property tax reduction. Reductions are calculated by comparing the current year's taxes with a previous year (beginning with 1998) that shows a larger tax amount. The difference is the amount to be rebated to tenants. Municipalities with rent control ordinances that do not permit landlords to pass tax increases along to tenants are not subject to the law. The law also contains exceptions for certain types of rental properties. See **N.J.S.A. 54:4-6.3** for the list of the types of properties that are exempt.

In each municipality, where a rebate is due, a notice of property tax reduction (**N.J.S.A. 54:4-6.7**) is sent from the local tax collector to the building owners within 30 days after tax bills are issued to the building owner. Generally, rebates are to be distributed in monthly installments at rent payment dates, beginning within 30 days after receipt of Notice of Tax Reduction. The first rebate is to be cumulative from January and all are to be completed by December 31. However, if the notice is received after November 1, the rebate is to be completed by June 30 of the following year.

Under the law, in eligible municipalities, a property rebate is due to tenants only when property taxes are reduced because of: 1) a municipal wide revaluation of all real estate and only in the first year the revaluation takes effect, 2) generally, when the property tax rate in the current year is lower than the base year (usually 1998), 3) taxpayers in the municipality receive tax rate credit through the Regional Efficiency Aid Program (REAP) (**N.J.S.A. 54:4-8.76 et seq.**). The entire amount of the REAP credit must be passed through to tenants.

The law and rules contain details on eligibility and other issues beyond what is covered in this publication. For additional information, please direct all questions about the program to the Tenant Property Tax Rebate Program, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625-0803, (609) 984-5076, or via e-mail at [dlgs@dca.nj.gov](mailto:dlgs@dca.nj.gov), or on the website at [www.nj.gov/dca](http://www.nj.gov/dca). The program also has a handbook titled "Tenant and Landlord Guide to the Tenant Property Tax Rebate Act," which can be obtained at no cost by writing or e-mailing the above address.

## **New Jersey Homestead Property Tax Credit**

Residential tenants may be eligible for a tax credit under the Homestead Property Tax Credit Act, if they were tenants during the year for which the tax return is filed. In order to qualify, applicants must meet income eligibility requirements. This is not a credit on rent payments and is not paid by or through the landlord. The benefit is paid through the New Jersey Division of Taxation. The homestead benefit may come in the form of a rebate or credit. Tenants may apply for a homestead rebate or credit by filling out the application on the New Jersey Gross Income Tax Form. This form must be filed by April 15<sup>th</sup> of each year with the New Jersey Division of Taxation. Even tenants who are not required to file a return for income taxes may still apply for the credit. Questions concerning this credit should be directed to the New Jersey Division of Taxation,



Taxpayers Information Service, 50 Barrack Street, Post Office Box 269, Trenton, NJ 08646, (609) 292-6400 or (800) 323-4400. (See Homestead Property Tax Credit Act, N.J.S.A. 54:4-8.57 through 8.75).

### **Identity of Landlord**

A landlord who owns a one or two-family non-owner-occupied home is required by law to file a registration statement with the clerk of the municipality in which the building is located. If the building has three (3) or more units, the statement must be filed with the Bureau of Housing Inspection, Post Office Box 810, Trenton, New Jersey 08625-0810, on a registration form provided by the Bureau. The Bureau sends a validated copy of the filed registration form to the municipal clerk. Owner-occupied two-family homes are not required to be registered. The landlord registration law prohibits a landlord from evicting a tenant in the building if the landlord has not been properly registered (**N.J.S.A. 46:8-27 to -37**).

The registration statement must be given in writing to each tenant and posted in a place in the building where it can be easily seen. The document must state the date of preparation and contain the names and addresses of the following: 1) the owner or owners of the building and the owners of the rental business if not the same person; 2) the registered agent and corporate officers if the owner is a corporation; 3) a person who resides in or has an office in the same county as the building and is authorized to accept service of process, if the owner is not located in the county; 4) the managing agent; 5) regular maintenance personnel; 6) the owner's representative who must be available and able to act in an emergency (the representative's telephone number must be listed); 7) every holder of a recorded mortgage on the building; 8) if fuel oil is used to provide heat to the building and it is furnished by the owner, the name, and address of the fuel oil dealer and the grade of oil used must also be included (**N.J.S.A. 46:8-28**).

Every landlord required to file a certificate of registration must file an amended registration with the correct agency (Bureau of Housing Inspection or clerk of the municipality) within 20 days after any changes to the information on the certificate. No fee shall be charged for filing an amendment except where ownership of the property has changed, (**N.J.S.A. 46:8-28.2**). Amended registration statements must also be posted in the building and each tenant must be notified in writing within seven (7) days after filing the amended statement. In any eviction action by a landlord who has failed to follow the provisions of this law, the court is required by law to reserve judgement and continue the case – that is, to keep the case open and not issue a judgement for eviction – for up to 90 days to allow the landlord time to comply. If the landlord has not-complied within the allotted time, the court must dismiss the case, which means that the tenant is not evicted.

The Superior Court, Law Division, Special Civil Part and the municipal court in the municipality in which the premises are located have concurrent jurisdiction to enforce penalties sought against landlords who violate the requirements of the Landlord Identity law. The maximum penalty is \$500.00 for each offense, recoverable by a summary proceeding under “The Penalty Enforcement Law” (**N.J.S.A 2A:58-1 et seq.**). The Attorney General, the municipality in which the premises are located, or any other person may institute the summary proceeding. The court will remit any penalty recovered to the municipality in which the subject premises is located unless the

action is brought by the Attorney General, in which case the penalty is remitted to the State (N.J.S.A. 46:8-35).

### **Habitability**

Many citizens in the State reside in dwelling units that fail to meet minimum standards of safety and sanitation. All units shall be maintained as so to be fit for human use and habitation and to prevent progressive deterioration of the unit to the detriment of the health, safety, and well-being of its occupants. Both landlords and tenants have certain obligations for maintenance of these dwelling units. These obligations are based on lease provisions, New Jersey Statutes, local municipal ordinances, and court decisions, and require that proper and timely notice be given by the tenant to the landlord where there are safety and sanitation conditions that must be corrected.

Tenants have the right to safe, sanitary, and decent housing. Residential leases carry an implied warranty of habitability. The New Jersey Supreme Court has held that a landlord offering two units or more for rent implies that it is habitable and agrees to keep it in that condition. Upon terminating the lease, a tenant is responsible for maintaining and returning the property to the landlord in the same condition that the tenant received it, except for normal wear and tear. When damage has been caused by malicious or abnormal use by the tenant, the tenant is responsible for the repair (**Marini v. Ireland**, 56 N.J. 130 (1970); **Dowler v. Boczkowski**, 148 N.J. 512 (1997)).

### **Reporting Housing Code Violations:**

All buildings with three or more rental units must comply with the regulations for the maintenance of Hotels and Multiple Dwellings and must be registered with the Bureau of Housing Inspection (BHI) in the Department of Community Affairs. BHI is responsible for the Statewide enforcement of the Hotel and Multiple Dwelling Law and the regulations for maintenance of Hotel and Multiple Dwellings (N.J.S.A. 55:13A-1 et seq.).

To file a complaint against a landlord, for housing code violations contact the Bureau of Housing Inspection at (609) 633-6241. Multiple dwellings are to be inspected for violations in the following manner: inspection will be scheduled on a seven, five, or two-year schedule depending on the number of violations and abatements on the property. Under this tiered system inspections will take place as follows: (1) Every seven years when no violations are found or all violations are abated before the first reinspection; (2) Every five years in dwellings where all violations are abated by the second or third reinspection; (3) Every two years in dwellings where all violations are not abated by the third reinspection. The law also requires that the owner of each multiple dwelling of three or more units must file a certificate of registration. Once the certificate of registration is obtained, it must be prominently placed in a conspicuous site on the property. This certificate of registration must be filed annually. Should the information change, the owner must file an amended registration statement. Violation of this law can result in a \$200.00 penalty per violation (N.J.S.A. 55-13A-12(d)). One- and two-unit buildings that are not owner-occupied must comply with any applicable local ordinances and must register with the Clerk in the municipality in which the residential property is located. No registration is required for owner-occupied two-family houses.

The Hotel and Multiple Dwelling Law gives the Commissioner of the Department of Community Affairs power to issue and enforce regulations and to levy penalties to ensure that multiple dwellings are maintained so that they do not endanger the health, safety, or welfare of the tenants or the general public. Both landlords and tenants must maintain buildings so that there is no violation of these regulations. Tenants must take care of their units and report any code violations to the landlord or superintendent and upon one-day notice, shall allow the landlord or his representative to enter the unit to make any inspections, repairs, or alterations required in order to meet code requirements. In case of an emergency, immediate access shall be granted. The landlord must keep the property in good repair, clean, free of infestation and free of any hazards or nuisances that might be harmful to the health or safety of the occupants, and must provide basic maintenance, including heat, building security, smoke alarm systems or detectors, and properly functioning plumbing and electrical systems, etc. (N.J.A.C. 5:10-5.1).

### **Child-Protection Window Guards/Screens**

This requirement does not apply to seasonal rental units (units rented from May 1 to October 1 each year). Nor does this requirement apply to owner-occupied units, condominiums and co-ops (N.J.S.A. 55:13A-7.13(a)1 to –(b)2).

Leases must contain a notice advising tenants that, upon written request by the tenant, the owner is required to provide, install, and maintain window guards in dwelling units with children 10 years of age or younger. In addition, bi-annual written notices must be given to tenants informing them of the window guard regulation. Furthermore, landlords must give first-floor tenants notice that they may also request window guards to protect the safety of their children, if the windows are more than six feet above ground or if there are other hazardous conditions that make the installation of the window guards necessary (N.J.A.C. 5:10-27.1(c) to –(d)). By law the landlord may charge a tenant no more than twenty dollars (\$20.00) for each window guard installed in the tenant’s apartment (N.J.A.C. 5:10-27 Appx. 27B).

Screens suited to protect the interior of the building against insects must be provided and kept in good repair for each exterior door, except exterior doors which do not provide ventilation. Screens shall also be provided, maintained and installed for each openable window in living and common areas. Screens are not required for units or common areas on the 6<sup>th</sup> floor or above.

### **Carbon Monoxide and Smoke Detectors**

Both one- and two-household dwellings as well as living space in hotels and multiple dwellings must be equipped with smoke detectors and carbon monoxide alarms. In the case of one- and two-family houses the requirement is enforced upon any change in occupancy or any time a permit is required for work being undertaken (N.J.S.A. 52:27D-192). An owner of a one- or two-family house must obtain a Certificate of Smoke Detector and Carbon Monoxide Detector Alarm Compliance from the local fire official responsible for the enforcement of the Uniform Fire Safety Act. The requirement is enforced by the New Jersey Department of Community Affairs under the Regulations for the Maintenance of Hotels and Multiple Dwellings with respect to multiple dwellings (N.J.A.C. 5:10-28.1).

No carbon monoxide alarm is required in any building that does not contain any fuel-burning appliances and does not have an attached garage. The enforcing agency may issue a certificate for a seasonal rental unit for a period of 12 months, regardless of the number or frequency of changes in tenancy (**N.J.A.C. 5:70-2.3, 2.9, & 4.19**).

At the request of a tenant who is deaf or hearing impaired and residing in a multiple dwelling or rooming and boarding house, the landlord must provide and install a visual alarm type carbon monoxide detector and smoke detector for that unit or, in the case of a rooming or boarding house resident, for the resident's sleeping area. The tenant should make his or her request in writing to the landlord (**N.J.A.C. 5:10-28.1, 5:27-14.1, 5:70-4.9**).

### **Locks**

For a dwelling unit to be insurable, it must be equipped with locks that meet the federal standards as described below. State law requires that every landlord of a multiple dwelling equip the building with locks meeting federal standards. These standards are the same as those required under the New Jersey Hotel and Multiple Dwelling Regulations.

The regulations call for each exterior doorway to be protected by a door which, if not a sliding door, is equipped with a deadbolt lock using either an interlocking vertical bolt and striker, or a minimum ½-inch throw deadbolt, or a minimum ½-inch throw self-locking latch. For further information on locks, write to the Code Administrator for the county the building is in, Bureau of Housing Inspection, Department of Community Affairs, P.O. Box 810, Trenton, NJ 08625-0810, (609) 633-6225. In buildings of fewer than three (3) units, the tenant should contact the municipal building inspector or health officer for enforcement of any existing local ordinances (**N.J.A.C. 5:10-19.2**).

### **State Heat and Utility Requirements**

The Hotel and Multiple Dwelling regulations establish heating standards for buildings with three (3) or more units. For buildings with fewer than three (3) units, tenants need to contact their municipal building or health offices for enforcement of local ordinances regarding heating. Every unit or dwelling space must have a heating system that will provide and maintain heat at least 68 degrees F. from October 1 to May 1, from 6:00 a.m. to 11:00 p.m. and 65 degrees F. at other hours, supplying the required fuel or energy, and maintained the heating system in good condition so that it can provide the required amount of heat. However, a landlord and a tenant may agree that the tenant will supply heat to a dwelling unit when the unit is served by separate heating equipment and the source of that heat can be separately computed and billed (**N.J.A.C. 5:10-14.4**). To file a complaint pertaining to heating and utilities from anywhere in the State of New Jersey, contact the Bureau of Housing Inspection at (609) 633-6241.

The State Board of Public Utilities (BPU) enforces regulations that prohibit utility companies from shutting off utilities in tenant-occupied buildings whose owners have failed to make payments until tenants have been given notice and an opportunity to agree to make future payments (**N.J.A.C. 14:3-3A5 to -3A:8**). The office of the BPU is located at 44 S. Clinton Avenue, Post Office Box 350, Trenton, NJ 08625, (609) 777-3300.

The Board of Public Utilities also handles complaints regarding diversion of service. The utility company that provides service to the rental property will provide an application for requesting a diversion of service investigation. There is no cost to have the investigation performed. If the investigation reveals that a tenant is being billed for service used by another, the landlord will be contacted to have the problem corrected. For the Utility Residential Customer's Bill of Rights, please visit <https://www.state.nj.us/bpu/assistance/rights/>. The Utility Residential Customer's Bill of Rights is a concise, plain language explanation of the BPU regulations as set forth in **N.J.A.C. 14:3-1.1 et seq.**

For emergency action in the event of failure to provide required heat, a tenant can contact the local health officer immediately after giving, or attempting to give, notice to the landlord. When the heating equipment in a residential unit fails and the landlord does not take appropriate action after receiving proper notice from the tenant, the local board of health may act as an agent for the landlord and order the repairs necessary to restore the equipment to operating conditions (**N.J.S.A. 26:3-31(p)**).

### **Rent Receivership for Substandard Housing and Diversion of Utilities**

In the event that a dwelling unit fails to meet minimum standards of safety and sanitation, the Rent Receivership Law permits the public officer of a municipality or tenant(s) of a dwelling to petition the court for a judgment directing the deposit of rents with the court and the appointment of an administrator who must use the money to correct the unsafe conditions (rent receiver) (**N.J.S.A. 2A:42-85 to -95**).

If a tenant's utility service has been wrongfully diverted by the owners or some other party without the consent of the tenant, and the charges are being billed to the tenant whose services have been diverted, and the landlord has been notified by a public officer, the tenant or a utility company, and the landlord has failed to take necessary action to correct the wrongful diversion within 30 days of receipt of the notice, the tenant may file a complaint in Superior Court for Rent Receivership (to deposit rent money with the court until the problem is corrected) or in Small Claims Court. The notice to the landlord regarding the wrongful diversion should be sent by certified mail (**N.J.S.A. 2A:42-87**).

### **Multifamily Housing Preservation and Receivership**

Any interested party may bring a court action to have a receiver appointed for multifamily buildings which are substandard and deteriorating. Interested parties should file a complaint in Superior Court in the county in which the building is located to have a receiver appointed to take charge and manage the building. Any receiver appointed will be under the direction and control of the court. In order for the building to be eligible for receivership it must meet one of the following criteria (**N.J.S.A. 2A:42-117**):

1. The building is in violation of any State or municipal code to such an extent as to endanger the health and safety of the tenants as of the date of the filing of the complaint with the court, and the violation(s) have persisted, unfixed for at least 90 days; or

2. The building is the site of a clear and convincing pattern of recurrent code violations, which may be shown by proofs that the building has been cited for such violations at least 4 separate times within the prior 12 months or 6 separate times within the preceding 2 years and the owner has failed to take action.

### **Public Housing Maintenance**

Public Housing Authority leases must contain the rights and responsibilities of both the Housing Authority and the tenant in the event there is extensive damage to a property and conditions are created that are hazardous to life, health, or safety of the occupants. A Public Housing Authority lease must include a provision for standard alternative accommodations, if available, where necessary repairs cannot be accomplished within a reasonable time period. For more information regarding public housing leases you may contact the, U.S. Department of Housing and Urban Development, (HUD), New Jersey State Office, 1 Newark Center, Attn: Public Housing, Newark, N.J. 07102-5260, (973) 622-7900.

### **Federal Lead-Based Paint Disclosure**

Under rules adopted jointly by the U.S. Environmental Protection Agency (EPA) and the U.S. Department of Housing and Urban Development (HUD) in 1994, landlords of certain types of buildings must notify prospective tenants of lead-based paint hazards in the dwelling they wish to rent and provide them with information about the identification and control of such hazards. More specifically, if the dwelling to be rented was constructed prior to 1978, contains bedrooms and is to be rented for more than 100 days, the landlord must provide the tenant, before the lease is signed, an EPA pamphlet entitled, "Protect Your Family from Lead in Your Home" (**42 U.S.C.S. § 4851 et al.**).

In addition, the landlord must ensure that the lease agreement includes a federal disclosure form. On the form, the landlord must state whether they are aware of the presence of any lead-based paint or lead based hazards in the property. If the landlord has a lead evaluation report of the property, the report must be attached to the form.

The federal regulations only require landlords to disclose known lead hazards. They do not require landlords to conduct any investigations to determine whether there are lead-based paint hazards in their rental properties. Therefore, the fact that the landlord is unaware of a lead hazard does not mean that one does not exist. Lead-based paint hazards may still be present and, if they are, young children residing in those buildings are at risk of childhood lead poisoning.

Housing for the elderly or persons with disabilities are exempt from the lead paint disclosure requirement unless a child under the age of six (6) resides with the tenants. For specific questions about childhood lead poisoning or single copies of the pamphlet titled, "Protect Your Family from Lead in Your Home," forms and rules, call the National Lead Information Center (NLIC) at (800) 424-5323 (LEAD). Requests can be faxed to (585) 232-3111, and information can also be found on the HUD Office of Lead Hazard Control and Healthy Homes website, which is: [https://www.hud.gov/program\\_offices/healthy\\_homes](https://www.hud.gov/program_offices/healthy_homes). Noncompliance with the guide include civil and administrative penalties.

For bulk copies of the “Protect Your Family from Lead in Your Home” (Stock number 055-000-00507) pamphlet, call (202) 512-1800.

### **State Lead-Based Paint Disclosure**

Multiple Dwellings and one- and two-family tenant occupied residential buildings, including all common areas, constructed before 1978, are required to undergo a combined inspection and risk assessment, and lead hazard control work, or periodically treat the property for lead-based paint hazards. However, this rule does not apply to the following: a dwelling unit that has been certified as having a lead-free interior; an owner-occupied dwelling unit; a seasonal dwelling unit which is rented for less than 6 months’ duration each year; or housing for the elderly or a residential property designed exclusively for persons with disabilities, unless a child less than six (6) years of age is expected to reside in the dwelling unit. The owner must post a notice advising tenants to report deteriorated paint and shall respond to any reported problem within 30 days. The notice shall include the landlord’s name, address, and telephone number, however, the landlord shall respond to any report of deteriorated paint within one week if there is a pregnant woman or child under the age of six (6) in the unit or if the problem is in a common area (**N.J.A.C. 5:10-6.6(h)2(i)**). The Bureau of Housing Inspection is responsible for the inspection of multiple dwellings for compliance with the state lead paint requirements.

Tenant notification and landlord response requirements are as follows: Landlords shall distribute the pamphlet for Lead Safe Maintenance prior to commencement of repair work that will disturb more than two (2) square feet of lead-based paint, unless the tenant has received the pamphlet within the past 12 months (**N.J.A.C. 5:10-6.6(h)1**). The pamphlet may be obtained by contacting the Bureau of Housing Inspection, P.O. Box 810, Trenton, N.J. 08625, (609) 633-6225 or at [www.nj.gov/dca/codes](http://www.nj.gov/dca/codes).

Occupants will not be permitted to enter the worksite during hazard reduction activities and will be temporarily relocated to a safe and similarly assessable dwelling unit, unless the treatment will not cause a hazard. The occupant’s belongings must also be moved from the contaminated area or protected by an impermeable covering. A warning sign shall be posted at each entry to a room where hazard reduction activities are conducted when occupants are present; or at each main and secondary entryway to a building form which occupants have been relocated (**24 C.F.R. 35.1345**).

A local board of health has the authority to order the removal of lead paint from the interior of a dwelling unit when it causes a danger to occupants.

### **Post of Drinking Water Test Results**

#### **1. Public Water Systems:**

Public water systems are defined as those having at least 15 service connections or regularly serve an average of at least 25 individuals daily at least 60 days or more out of the year (**N.J.S.A. 58:12A-3**).

The landlord of a multiple dwelling who is required to prepare a Consumer Confidence Report pursuant to the “Safe Drinking Water Act Amendments of 1996,” (**42 U.S.C.S. § 300f et al.**), or who receives a Consumer Confidence Report from the owner or operator of a public community water system, shall post each Consumer Confidence Report it prepares or receives in each common area routinely used by tenants living in a multiple dwelling unit or, if there is no common area routinely used by tenants, the landlord of the multiple dwelling unit must transmit a copy of the Consumer Confidence Report to each dwelling unit.

The landlord of a multiple dwelling unit who is a supplier of water but is not required to prepare a Consumer Confidence Report pursuant to the “Safe Drinking Water Act Amendments of 1996,” and who is required to conduct tests of its drinking water by the Department of Environmental Protection, must post a chart setting forth the results of the water tests, including the level of detection and, as appropriate for each contaminant, the maximum containment level, highest level allowed, action level, treatment technique, or other expression of an acceptable level, for each contaminant, in each common area routinely used by the tenants living in a multiple dwelling unit, or if there is no common area routinely used by the tenant, the owner of the multiple dwelling unit must transmit a copy of the chart to each dwelling unit. The chart also must include in bold print the statement required to be included in a Consumer Confidence Report, pursuant to **40 C.F. R. 141.154(a)**.

## **2. Private Water Systems:**

Private water systems are defined as any water system that does not meet the definition of a public water system.

The Private Well Testing Act (**N.J.S.A. 58:12A-26 et seq.**) requires private potable wells to be tested in accordance with the law. All landlords of property supplied by a private potable well must provide a copy of the test results to all tenants of the property. Testing is required at least once every five (5) years. The landlord is required to provide a copy of new test results to each rental unit within 30 days of receiving those results. Any new tenant of a rental unit is to be provided a written copy of the most recent test results by the landlord (**N.J.S.A. 58:12A-32**). The New Jersey Department of Environmental Protection will notify local health authorities of failed well tests. For further information or questions about the Private Well Testing Act, contact the New Jersey Department of Environmental Protection (NJDEP), 401 East State Street, Post Office Box 426, Trenton, New Jersey 08625-0426, (609) 292-5550.

## **Remedies if the landlord fails to maintain the property in a habitable condition**

### **1. Repair and Deduct**

If the landlord does not keep the premises in a habitable condition, a tenant may repair any vital deficiencies and deduct the amount of the repair from the rent. The landlord’s failure to maintain the property could also lead to what is called a constructive eviction by the tenant (see below for explanation). The tenant may seek rent abatement (a reduction in rent) or withhold the rent or a portion of the rent if the property is not habitable (**Marini v. Ireland, 56 N.J. 130 (1970); Dowler v. Boczkowski, 148 N.J. 512 (1997)**)



Before applying the remedies of repair and deduct, constructive eviction, rent abatement, or withholding the rent or a portion of the rent, the following must apply:

1. The defect must be of a “vital facility.” Vital facilities are those items necessary to make the rental unit habitable. Example of defects of vital facilities include broken toilets, no hot or cold water, lack of heat or electricity, broken windows, or air conditioning.
2. The tenant must not have caused the condition.
3. The tenant must have notified the landlord that the deficient condition existed and allowed the landlord adequate time to fix the defect. *Notice to the landlord should be given by the tenant in writing and by certified mail, return receipt requested.*

A maintenance problem that does not threaten residents’ safety, or does not affect habitability, does not provide a basis for rent withholding or repair and deduct. Rent withholding was authorized when the New Jersey Supreme Court held that the obligation of a tenant to pay rent and the obligation, (whether written or not) on the part of a landlord to maintain the property in a livable condition are mutually dependent (**Berzito v. Gambino Rental Abatement**, 114 N.J. Super. 124 (1971), 63 N.J. 460 (1973); **Housing Authority of City of Newark v. Scott**, 137 N.J. Super. 110 (App. Div. 1975)).

The New Jersey Supreme Court has permitted the self-help remedy of “repair and deduct.” A landlord promises at the beginning of a lease that the vital facilities needed to make the dwelling unit livable are in good condition and the property will be maintained. When there are defects in the vital facilities, a tenant must first notify the landlord of the situation and allow a reasonable amount of time for the landlord to make repairs or replacements. If a landlord fails to take action, a tenant may have the repairs made and deduct the cost from future rent. However, a landlord may still take a tenant to court for nonpayment of rent. As a defense, the tenant would have to prove the presence of defects, the failure of the owner to act despite having received reasonable notice, and the need to make repairs. In the event the matter goes to court, the tenant will very likely be required to deposit the full amount of the rent with the court. If there is a finding in favor of the landlord, in most cases, the unpaid rent must be paid by the end of the court day to avoid eviction.

If there are defects in the vital facilities and the landlord has not repaired them after receiving proper and timely notice from the tenant, the tenant may either seek a decrease in rent by court action or simply withhold rent. A landlord may bring an eviction action for nonpayment of rent. As a defense, the tenant must prove the necessity to make repairs and the failure of the landlord to act despite having received reasonable notice. To avoid possible eviction in the event the court finds in favor of the landlord, the tenant should save the amount of money withheld so that he will be able to pay it if ordered by the judge. It is advisable to set up a separate bank account for this purpose.

As to air conditioning, the Superior Court, Appellate Division has held that air conditioning that is part of the original tenancy may be considered a “vital facility,” and air conditioning failure affects the habitability of the premises.

**2. Constructive eviction** – Constructive eviction occurs when a tenant breaks the lease without penalties because the landlord is guilty of neglect or default, which makes the premises unsafe,

unfit, or unsuitable for occupancy. **Reste Realty v. Cooper, 53 N.J. 444 (1969)**, established the foundation for constructive eviction. If a tenant invokes the remedy of constructive eviction, and the landlord is found to be negligent in maintaining the rental unit, the tenant is entitled to the return of the security deposit and is not responsible for the rent for the balance of the lease or the cost of re-renting the property.

**3. Rent abatement (reduction)** – Upon entering into a lease, the tenant’s promise to pay rent and the landlord’s warranty of habitability are interdependent. In **Berzito v. Gambino, 63 N.J. 460 (1973)**, the court held that a tenant claiming that the landlord did not maintain the property in a habitable condition may initiate an action to recover all or part of the deposit paid when the lease was finalized or all of the rent paid. If the court finds that the landlord did not maintain the property in a habitable condition, the tenant will be charged only with the reasonable rental value of the property in its imperfect condition during the tenancy.

**4. Withholding the rent or a portion of the rent** – If the landlord breaches his obligation of maintaining the property at an adequate standard of habitability, a tenant may withhold the rent or a portion of the rent to be used as a set-off, because of the deficient condition. If the landlord institutes an eviction proceeding for non-payment of rent, the tenant is entitled to use the landlord’s breach of obligation to provide a habitable residence as a defense and justification for the set-off (deduction of rental payment) (**Marini v. Ireland, 56 N.J. 130 (1970)**)

**5. Rent Receivership** – The law promoting safe and sanitary housing for tenants of substandard dwellings (**N.J.S.A. 2A:42-85 et seq.**) was enacted after the **Berzito** decision. The law authorizes tenants in substandard dwelling units to deposit their rents with a court-appointed administrator for use in remedying defective conditions. If there is a difference in the market value of the premises in its defective condition and the amount of rent that the tenant paid to the court administrator, the tenant may be entitled to a rent abatement and may only be charged the reasonable rental value of the property in its imperfect condition. To use this remedy, a tenant or housing inspector may file a complaint in the court of the municipality in which the property is located.

***Note: Not every defect or inconvenience is considered a breach of the warranty of habitability. Each case must be judged on its own facts. To avoid eviction, any rent withheld by the tenant should be saved and accessible in case the court requires the tenant to pay the outstanding rent.***

In emergency situations created by the landlord or resulting from his negligence, the landlord may be responsible to bear a tenant’s expenses in obtaining alternative housing during the emergency. Expenses may be deducted from the rent. However, the expenses must be reasonable.

### **Flood Plain Notification Requirement**

If the rental property has been determined to be located in a flood zone or area, the landlord must notify each new tenant prior to occupancy that the rental property is located in a flood zone

or area. This notice is not required to be given in one- and two-unit residential buildings, or in an owner-occupied three-family dwelling, or in hotels, motels, or other guest housing serving transient or seasonal guests (**N.J.S.A. 46:8-50**).

### **Crime Insurance Information**

Crime insurance is available through the New Jersey Insurance Underwriters Association, Crime Insurance Indemnity Plan. To apply for crime insurance, contact the New Jersey Insurance Underwriters Association, Crime Insurance for Habitable Property, 570 Broad Street, Post Office Box 32609, Newark, New Jersey, 07102, (973) 622-3838 directly for an application. This insurance is applicable to coverage from losses from theft and/or burglaries. A tenant may also purchase renter's insurance from a private insurance company to cover damages to his or her personal property. Please visit [www.njiua.org](http://www.njiua.org) for additional information on insurance coverage.

### **Eviction**

The Anti-Eviction Act, **N.J.S.A. 2A:18-61.1 to 61.12**, was created to protect blameless tenants from eviction and was adopted in recognition of the housing shortage in the State. A landlord may recover possession of a dwelling unit used as a residence only by consent of the tenants or through the legal process of eviction. In an eviction action, when a landlord obtains a judgment of possession of the unit from a court, the landlord is entitled to a warrant for removal. This warrant will direct an officer of the court to remove all persons from the dwelling unit and give the landlord full possession. The warrant may also direct the officer of the court to remove the tenants' belongings. It is the landlord's responsibility to obtain the warrant for removal and have it enforced (**N.J.S.A. 2A:18-61.1**).

An eviction is an actual removal of a tenant from the premises. A landlord must have good cause to evict a tenant (**N.J.S.A. 2A:18-53**). There are several grounds for a good cause eviction. Each cause, except for nonpayment of rent, must be described in detail by the landlord in a written notice to the tenant. A "Notice to Quit" is required for all good cause evictions, except for an eviction for nonpayment of rent (**N.J.S.A. 2A:18-61.2**). A "Notice to Quit" is a notice given by the landlord terminating the tenancy and ordering the tenant to vacate the premises. However, a Judgment for Possession must be entered by the Court before the tenant is required to move. In some cases, a "Notice to Cease" may also be required. A "Notice to Cease" serves as a warning notice; this notice tells the tenant to stop the wrongful conduct. If the tenant does not comply with the "Notice to Cease," a "Notice to Quit" may be served on the tenant. There is no statutory time period for a "Notice to Cease," however, the period of time for a resident to comply with the notice must be reasonable under the circumstances (**Brunswick Street Assocs. v. Gerard, 357 N.J. Super. 598 (2002)**).

After serving a "Notice to Quit," on the tenant, the landlord may file suit for an eviction. If a suit for eviction is filed and the landlord wins his case, he may be granted a Judgment for Possession. A Judgment for Possession terminates the tenancy and allows the landlord to have the tenant evicted from the rental premises. No residential landlord may evict or fail to renew a lease, whether it is a written or an oral lease without good cause. The landlord must be able to prove in court that he has grounds for an eviction.

### **Applicability**

The Anti-Eviction Act applies to most residential rental properties including single-family homes, mobile homes and land in a mobile home park, apartment buildings, and complexes. This law also applies to rooming and boarding homes (**N.J.S.A. 2A:18-53 to -84**).

### **Exceptions**

This law may not apply to two- or three-unit owner-occupied premises with two (2) or fewer rental units. It does not apply to hotel guests, motel guests, or guest houses rented to a transient guest or seasonal tenant. However, hotel and motel guests are covered under this law if, the occupant has no alternate residence and resides at the hotel or motel on a continual basis. Additionally, this law does not apply to a unit held in trust on behalf of a member of the immediate family, if that family member is developmentally disabled, and permanently occupies the dwelling unit.

### **Filing a Complaint for Eviction**

An Eviction Action Complaint must be filed with the Office of the Clerk of the Special Civil Part in the county where the rental premises are located. A Landlord-Tenant complaint form (to be used by the landlord) is available from the Clerk of the Special Civil Part in the county where the rental premises are located.

Both the landlord and the tenant must appear at the court hearing. If the landlord or his attorney fails to appear, the complaint may be dismissed. If the tenant does not appear, a default judgment may be entered against the tenant allowing the landlord to evict the tenant from the premises.

### **Judgment for Possession**

If the landlord is granted a judgment for possession, the landlord may apply to the Clerk of the Special Civil Part for a warrant for possession, which allows the landlord to force the tenant to move out of the premises. The warrant for possession may not be issued until three (3) business days after the judgment for possession is granted. The tenant has three (3) business days to move all persons and belongings from the premises. If the tenant does not move after three (3) business days from the time the warrant for possession was served on the tenant, the landlord may arrange for the Court Officer to have the tenant evicted or locked out (**N.J.S.A. 2A:18-57**).

Following the eviction, the landlord must allow the tenant to remove their personal belongings from the premises. A landlord cannot keep the tenant's belongings but can arrange for their storage. A landlord must apply for a warrant for possession within 30 days from the date of the judgment for possession unless the judgment is vacated through a court order or other written agreement signed by the landlord and tenant.

A tenant may ask the court for permission to stay in the premises due to special circumstances that moving may cause. This action is a stay of eviction. If permission is granted, the tenant may not stay in the premises for more than one year, unless there is an agreed upon extension between landlord and tenant. All rent due ordinarily must be paid for permission to be granted by the court (**N.J.S.A. 2A:18-59.1**).

## **“Self-help” Evictions**

Self-help evictions occur when the landlord or someone acting on the landlord’s behalf enters into the dwelling unit without the permission of the tenant and without a judgment from the Court and forces the tenant to move. A lockout occurs when the landlord padlocks the door or changes the locks while the tenant are not home and then refuses to allow the tenant back into the premises. A lockout also occurs when the landlord shuts off the utilities in attempt to force the tenant to move. Self-help evictions, or lockouts, made by the landlord are illegal in New Jersey.

If a landlord attempts a self-help eviction or lockout, the tenant should call the police. If the landlord refuses to allow the tenant back into the premises after the police have warned the landlord about the illegal procedures, the landlord may be charged with disorderly conduct.

“Self-help” eviction is entry into a dwelling unit and removal of tenants without their consent or without a judgment from a court, are not permitted in New Jersey under any circumstances. A landlord or any other person who enters an apartment or property without a court order authorizing such entry and/or holds a tenant’s belongings unlawfully by force or threat of monies owed may be liable for damages to the tenant (**N.J.S.A. 2A:39-1**).

A landlord or their agent may not padlock, disconnect utilities or otherwise block entry to a rental premise while the tenant still lives there. Also, the removal of a tenant’s belongings from a premise by a landlord after the eviction may be done only in accordance with the Abandoned Property Law, N.J.S.A. 2A:18-72 to 84, Only an officer of the court can legally physically evict a tenant, after a judge has issued a Warrant for Removal.

A person who is illegally evicted may file a complaint with the Clerk of the Landlord-Tenant Section, Special Civil Part of the Law Division, or the Chancery Division, of the Superior Court, in the county in which the act was committed. In a successful action by a tenant evicted through forcible entry and detainer, the court may award possession of the dwelling unit and all damages, including court costs and reasonable attorney fees. If the dwelling unit cannot be returned to the tenant as a result of the self-help eviction, the court may award damages.

## **Causes for Eviction**

Listed below are the statutory grounds for eviction as set forth in the Anti-Eviction Statute.

### **A. Failure to Pay Rent**

If a tenant fails to pay rent, the landlord may immediately take legal action to have the tenant evicted. The landlord is not required to give the tenant notice before filing an eviction suit, except if the tenant resides in federally subsidized housing. If the tenant resides in federally subsidized housing a 14-day notice must be given before filing a suite for eviction (**N.J.S.A. 2A:18-61.1(a)**). *Note: A tenant may **not** be evicted for nonpayment of rent, if the tenant used the unpaid portion of rent to continue utility services to the rental premises after receiving notice that the services were in danger of being discontinued, and if the landlord was responsible for the payment of those utility services and did not make the payments required to retain the use of those services. These utilities include electric, gas, water, and sewer. The money used to pay for the continuance of those services shall be considered a portion of the rental payment.*

**B. Disorderly Conduct**

If after given written Notice to Cease disorderly conduct, the tenant continues the disorderly conduct and that conduct destroys the peace and quiet of the other tenants living in the building or neighborhood, the landlord may file a suite for eviction. *A Notice to Quit must be served on the tenant at least three days prior to filing a suit for eviction (N.J.S.A. 2A:18-61.1(b)).*

**C. Damage or Destruction to the Property**

The tenant may be evicted if they have intentionally or by reason of gross negligence caused or allowed destruction, damage, or injury to the property. *A Notice to Quit must be served on the tenant at least three days prior to filing a suit for eviction (N.J.S.A.:2A-18-61.1(c)).*

**D. Substantial Violation or Breach of the Landlord's Rules and Regulations**

If after given a written Notice to Cease violating or breaching reasonable rules and regulations contained in the lease or accepted in writing by the tenant, the tenant continues to substantially violate or breach the rules and regulations, the landlord may file a suit for eviction. *A Notice to Quit must be served on the tenant at least one month prior to filing the suit for eviction. In addition, any notices must be given on or before the start of a new month (N.J.S.A. 2A:18-61.1(d)).*

**E. Violation or Breach of Covenants or Agreements Contained in the Lease**

1) If the tenant continues to substantially violate or breach the reasonable covenants or agreements contained in the lease, after given written Notice to Cease violating or breaching those covenants or agreements and if the landlord has reserved a right of re-entry in the lease, the landlord may file a suit for eviction. *A Notice to Quit must be served on the tenant at least one month prior to filing the suit for this type of eviction.*

2) In public housing, if the tenant has substantially violated or breached any of the covenants or agreements contained in the lease, pertaining to illegal uses of controlled dangerous substances, or other illegal activities, the landlord may file a suit for eviction. The covenant or agreement must conform to federal guidelines and must have been in effect at the beginning of the lease term. The landlord does not have to give Notice to Cease the illegal activity before filing a Notice to Quit. *A Notice to Quit must be served on the tenant in accordance with federal regulations pertaining to public housing (N.J.S.A. 2A:18-61.1(e)).*

*Note: A public housing authority may evict a tenant when a member of the tenant's household or guest engages in drug-related activity, even if the tenant did not know of the drug related activity. Dept. of Housing and Urban Development v. Rucker, 122 S.Ct. 1230 (2002).*

**F. Failure to Pay Rent Increase**

If a tenant fails to pay rent after being given notice of a rent increase and a Notice to Quit, the landlord may file a suit for eviction. The rent increase must not be unconscionable and must comply with all other laws or municipal ordinances, including rent control. *A Notice*

*to Quit must be served on the tenant at least one month prior to filing the suit for eviction (N.J.S.A. 2A:18-61.1(f)).*

*Note: If the tenant believes the rent increase is unconscionable, they may withhold a portion of the rent. They may withhold the difference between the old rent rate and the new increased rate. However, the landlord may file suit for eviction and the court would determine if the rent increase is unconscionable.*

**G. Health and Safety Violation or Removal from the Rental Market**

A tenant may be evicted if the following conditions apply:

- 1) The landlord has been cited by an inspector and needs to board up or demolish the property because of substantial health and safety violations and because it is financially difficult to abate the violations.
- 2) The landlord needs to abate health and safety violations and it is not possible to do so, while the tenant resides at the property. In addition, upon request, the landlord must provide the Department of Community Affairs with information as required under the law, so that the Department may prepare a report informing all parties and the court of the feasibility of the landlord to abate the violations without removing the tenants from the property.
- 3) The landlord needs to correct an illegal occupancy and it is not possible to correct this violation without removing the tenant.
- 4) A governmental agency wants to permanently take the property off the rental market, so that it can redevelop or clear land in a blighted area (N.J.S.A. 2A:18-61.1(g)).

*A Notice to Quit must be served on the tenant at least three months before filing a suit for eviction. The tenant can't be evicted until relocation assistance is provided.*

*Note: Tenants evicted under this cause may be eligible for financial and other assistance for relocation. If eligible, this assistance must be provided before the tenant can be evicted. Information on relocation assistance can be obtained from the Relocation Assistance Program of the Division of Codes and Standards, P.O. Box 802, Trenton, New Jersey 08625, (609) 984-7609.*

*Any tenant evicted under G 3) (illegal occupancy) is entitled to relocation assistance in an amount equal to six times the tenant's monthly rent. The landlord is responsible for paying the tenant's relocation expenses. Any tenant who does not receive the required payment from the landlord at least five days prior to their removal from the premises, may receive payment from a revolving relocation assistance fund established by the municipality. The landlord will be required to repay the money to the municipality (N.J.S.A. 2A:18-61.1(g) or 2A:18-61.1(h); Kona Miah v. Ahmed, 179. N.J. 511 (2004)).*

*However, if the municipality has not established a relocation assistance fund, and the landlord does not pay the relocation funds within the required time, interest will accrue on the unpaid balance at the rate of 18% per year until the amount due, including interest is paid in full to the tenant. The amount due to the tenant is a lien on the property.*

*The tenant may file a lien statement with the county clerk or registrar in order to enforce the lien (N.J.A.C. 5:11-8.5(c)).*

**H. The Landlord Wants to Permanently Retire the Property from Residential Use**

If the landlord wants to permanently retire a building or mobile home park from residential use, provided the circumstances covered under section (G) above do not apply, the landlord may file suit for eviction. *A Notice to Quit must be served on the tenant at least 18 months prior to filing the suit for eviction. No legal action may be taken until the lease expires (N.J.S.A. 2A:18-61.1(h)).*

**I. Refusal to Accept Reasonable Changes in the Terms and Conditions of the Lease**

When the lease expires, the landlord may propose reasonable but substantial changes to the terms and conditions of the lease. If after written notice the tenant refuses to accept those changes the landlord may file a suit for eviction and the court will determine if the proposed changes are reasonable. In cases where a tenant has received a notice of termination on any of the grounds listed in section (K) below, has a protected tenancy status pursuant to the “Senior Citizens and Disabled Protected Tenancy Act,” or pursuant to the “Tenant Protection Act of 1992,” the landlord or owner shall have the burden of proof that any changes in the terms and conditions of the lease, rental, or regulations are reasonable and does not substantially reduce the rights and privileges that the tenant was entitled to prior to the conversion. *A Notice to Quit must be served on the tenant at least one month before filing suit for eviction (N.J.S.A. 2A:18-61.1(i)).*

*Note: The Senior Citizens and Disabled Protected Tenancy Act protects qualifying tenants from changes in the terms of the tenancy or rent increases, which rests solely on the landlord’s decision to convert the rental premises.*

**J. Tenant Continuously Fails to Pay Rent or Habitually Pays Late**

If the tenant continuously fails to pay rent or habitually pays late, after written Notice to Cease, the landlord may file a suit for eviction. *A Notice to Quit must be served on the tenant at least one month before filing a suit for eviction (N.J.S.A. 2A:18-61.1(j)).*

*Note: The Courts have ruled that habitual late payments means more than one (1) late payment following the Notice to Cease. Also, the N.J. Supreme Court ruled that a landlord, after giving a tenant a notice to cease late payments, must continue to give the tenant reasonable and sufficient notice when accepting further late payments, that continued late payments from the tenant would result in an eviction action. If the landlord does not give this continued notice, the original Notice to Cease given to the tenant may be considered to be waived by the Court.*

**K. Conversion to Condominium, Cooperative, or Fee Simple Ownership**

If the landlord or owner of a building or mobile home park is converting the property from the rental market to a condominium, cooperative, or fee simple ownership of two or more dwelling units or park sites, except as hereinafter provided in subsection (L) below, the landlord may file a suit for eviction. The landlord must comply with the regulations governing conversion to condominiums and cooperatives, before a warrant for possession shall be issued. Up to five, one-year stays of eviction shall be granted by the court if the



tenant has *not* been offered a reasonable opportunity to examine and rent comparable housing. However, not more than a one-year stay shall be granted if the landlord allows the tenant five months' free rent as compensation for hardship in relocation. No action for possession shall be brought against a senior citizen tenant or disabled tenant with protected tenancy status pursuant to the "Senior Citizens and Disabled Protected Tenancy Act of 1992," as long as the agency has not terminated the protected tenancy status or the protected tenancy period has not expired. *A Notice to Quit must be served on the tenant at least three years before filing a suit for eviction. No legal action may be taken until the lease expires* (N.J.S.A. 2A:18-61.1(k)).

**L. Tenancy After Conversion to Condominium, Cooperative, or Fee Simple Ownership**

1) The landlord may file for eviction, if the owner of a building or mobile home park, which is constructed as or being converted to a condominium, cooperative or fee simple ownership, seeks to evict a tenant or sublessee whose initial tenancy began after the master deed, or agreement establishing the cooperative or subdivision plat was recorded, because the owner has contracted to sell the unit to a buyer who seeks to personally occupy it and the contract for sale calls for the unit to be vacant at the time of closing. However, no action shall be brought against a tenant under paragraph one (1) of this subsection unless the tenant was given a statement, informing the tenant that the property is being converted. *A Notice to Quit must be served on the tenant at least two months prior to filing suit for eviction. No legal action may be taken until the lease expires.*

2) The landlord may file for eviction, if the owner of three or less condominium or cooperative units seeks to evict a tenant whose initial tenancy began, by rental, after the master deed or agreement establishing the cooperative was recorded, because the owner seeks to personally occupy the unit, or has contracted to sell the unit to a buyer who seeks to personally occupy it and the contract for sale calls for the unit to be vacant at the time of closing. *A Notice to Quit must be served on the tenant at least two months prior to filing suit for eviction. No legal action may be taken until the lease expires.*

3) The landlord may file for eviction, if the owner of a building with three residential units or less seeks to personally occupy a unit, or has contracted to sell the residential unit to a buyer who wishes to personally occupy it and the contract for sale calls for the unit to be vacant at the time of closing. *A Notice to Quit must be served on the tenant at least two months prior to filing suit for eviction. No legal action may be taken until the lease expires* (N.J.S.A. 2A:18-61.1(l)).

**M. Tenancy Based on Employment**

If a tenant resides in the property on the condition that, he is employed by the landlord as a superintendent, janitor, or in some other job and that employment is terminated the landlord may file a suit for eviction. *A Notice to Quit must be served on the tenant three days prior to filing a suit for eviction* (N.J.S.A. 2A:18-61.1(m)).

**N. Conviction of a Drug Offense Committed on the Property**

The landlord may file a suit for eviction, if the tenant, including juveniles who have been found by the Court to be delinquent, has been convicted of or pleaded guilty to drug offenses that took place on the property, and has not in connection with his sentence either

(1) successfully completed or (2) been admitted to and continues during probation participation toward completion of a drug rehabilitation program. Also, if the tenant lets a person who has been convicted of or pleaded guilty to drug offenses, occupy the premises for residential purposes whether it is continuously or occasionally, the landlord may file for eviction. This does not apply to a tenant allowing a juvenile to reside at the property where the juvenile has been found to be delinquent due to use or possession of drugs. ***No eviction suit may be brought more than two years after: the juvenile was found to be delinquent; conviction of the person; or after the person's release from incarceration, whichever is later. A Notice to Quit must be served on the tenant at least three days prior to filing suit for eviction*** (N.J.S.A. 2A:18-61.1(n)).

**O. Conviction of Assaulting or Threatening the Landlord, The Landlord's Family, or Employees**

The landlord may file for eviction, if the tenant has been convicted of or pleaded guilty to, or if a juvenile has been found by the court to be delinquent due to an offense involving assault or terrorist threats against the landlord, a member of the landlord's family or an employee of the landlord. Also, if the tenant permits a person he knows has been convicted of or has pleaded guilty to these offenses to reside at the premises continuously or occasionally, the landlord may file a suit for eviction. ***No eviction suit may be brought more than two years after: the juvenile was found to be delinquent; conviction of the person; or after the person's release from incarceration, whichever is later. A Notice to Quit must be served on the tenant at least three days prior to filing a suit for*** (N.J.S.A. 2A-18-61.1(o)).

**P. Civil Court Action that Holds Tenant Liable for Involvement in Criminal Activities**

The landlord may file for eviction, if the tenant is found by a civil court proceeding (not criminal) to be liable for involvement in theft of property located on the premises, involvement in assaults or terrorist threats against the landlord, a member of the landlord's family or an employee of the landlord, or involved in illegal drug activities that takes place on the premises and that tenant has not in connection with his sentence for the drug offense either (1) successfully completed or (2) been admitted to and continues during probation participation towards completion of a drug rehabilitation program. Also, if the tenant permits a person he knows has been convicted of or has pleaded guilty to these actions, to reside at the premises continuously or occasionally, the landlord may file for eviction. This does not apply to a tenant allowing a juvenile to reside at the property where the juvenile has been found to be delinquent due to the use or possession of drugs. ***No eviction suit may be brought more than two years after: the juvenile was found to be delinquent; conviction of the person; or after the person's release from incarceration, whichever is later. A Notice to Quit must be served on the tenant at least three days prior to filing suit for eviction*** (N.J.S.A. 2A:18-61.1(p)).

**Q. Conviction for Theft of Property**

The landlord may file for eviction, if the tenant has been convicted of or pleaded guilty to, or if a juvenile has been found to be delinquent by the Court due to an offense involving theft of property from the landlord or from tenants residing in the same building or complex. Also, if the tenant permits a person he knows has been convicted of or has pleaded

guilty to these actions to reside at the premises continuously or occasionally, the landlord may file for eviction. *A Notice to Quit must be served on the tenant at least three days prior to filing suit for eviction (N.J.S.A. 2A:18-61.1(q)).*

**R. Conviction for Human Trafficking**

The landlord may file for eviction, if the tenant in a civil action is found to have committed a violation of the human trafficking provisions set forth in section 1 of P.L. 2005, c.77 (2C:13-8) within or upon the leased premises, building, or complex of the building and land appurtenant thereto, or the mobile home park, in which those premises are located, or, being the tenant or lessee of such leased premises, knowingly harbors or harbored a person engaged in human trafficking, or permits or permitted such a person to occupy those premises for residential purposes, whether continuously or intermittently. No action for removal pursuant to this subsection may be brought more than two years after the alleged violation has terminated (N.J.S.A. 2A:18-61.1(r)).

**Evictions for Owner-Occupied Two-and Three-Family Dwellings**

Tenants of landlord-occupied two- and three-family dwellings can be removed only when a court issues an order for eviction. However, in these cases, the landlord must prove that the tenant (a) is staying after the expiration of the term of the lease, (b) is staying after a failure to pay rent, (c) is disorderly so as to destroy the peace and quiet of other tenants, (d) willfully destroys or damages the premises, (e) constantly violates the written rules and regulations or (f) violates any lease provision where the lease reserves a right of re-entry for such violations. A three (3) month notice to quit must be given if an at will tenancy or year-to-year tenancy exists. A one (1) month notice to quit is required for a month-to-month tenancy and other types of tenancies are entitled to a one (1) month notice to quit. No further notice is required before bringing action in court to evict in the case of a tenant staying after a failure to pay rent. A three-day written Notice to Quit is required for any of the causes described as disorderly, destructive or violative of written rules or lease provisions (N.J.S.A. 2A:18-61.2(a)). In addition to the causes listed above, a tenant residing in an owner-occupied two- or three-family dwelling may be evicted if the landlord can show that the tenant is staying after the expiration of the lease and the landlord has given the tenant a written notice for delivery of possession of the property. Under this cause of not renewing the lease, a three-month notice to quit must be given if an at will tenancy or year-to-year tenancy exists. A one-month notice to quit is required for a month-to-month tenancy.

**Rooming and Boarding House Evictions**

The Regulations Governing Rooming and Boarding Houses, which are enforced by the Bureau of Rooming and Boarding House Standards of the Department of Community Affairs, require owners of rooming and boarding houses to follow the good causes and notice requirements of the Eviction Law when evicting residents, except if otherwise ordered by the Bureau (N.J.A.C. 5:27-3.3(c)). There is a further requirement that the owner give at least three (3) working days' notice to the County Welfare Board before starting the eviction action for any resident (N.J.A.C. 5:26-3.4(c)).

Any building having at least two (2) living units occupied by persons unrelated to each other without private kitchens and bathrooms is a rooming or boarding house if it does not meet one (1) of the exceptions in the Rooming and Boarding House Act (N.J.S.A. 55:13B-3). These

exceptions include hotels with more than 85 percent temporary occupancy by people with homes elsewhere, school and college dormitories, buildings housing only college students and certain residences for the disabled. For additional information concerning rooming and boarding houses, contact the Bureau of Rooming and Boarding House Standards, Post Office Box 804, Trenton, NJ 08625-0804, (609) 633-6251 or (609) 984-1704.

### **Public Housing Evictions**

Public housing authorities must follow State laws regarding evictions as well as the regulations of the U.S. Department of Housing and Urban Development (HUD) (**N.J.S.A. 2A:18-61.1; 24 C.F.R. 966 et seq.**). In the case of an eviction, a public housing tenant may request a hearing from the housing authority after receiving a notice of termination of tenancy. A housing authority may not begin an eviction action in court until the decision of the hearing officer or the hearing panel has been mailed or delivered to the tenant and a notice to vacate has been served.

### **Penalties for Eviction Law Violations**

When a tenant vacates a dwelling unit after having been given notice that the landlord wishes to personally occupy the unit the landlord must occupy the unit for at least six (6) months. If instead the landlord permits personal occupancy of the unit by another tenant or registration of conversion of the property to a condominium or cooperative, the landlord is liable to the former tenant for three (3) times the damages suffered plus attorney fees and costs (**N.J.S.A. 2A:18-61.6(a)**).

When a tenant vacates a dwelling unit after having been given notice that the landlord seeks to permanently board up or demolish the building or to permanently retire it from residential use, the landlord must not use this property for residential use for a period of five (5) years. If the landlord allows any residential use of the unit during the five (5) year period from the date the unit became vacant, the landlord, or the former landlord, may be liable to the tenant for three (3) times the damages plus attorney fees and costs. Additionally, the landlord or former landlord may be liable for a civil penalty up to \$10,000.00 for each violation of this law and the property may not be registered as a planned real estate development during the five-year period following the date on which any dwelling unit in the property became vacant as a result of an eviction notice stating that the property was being permanently removed from residential use (**N.J.S.A. 2A:18-61.6(c)**).

### **Reprisal - Civil Rights of Tenants**

A landlord cannot take reprisal action against a tenant by eviction, substantial alteration of a lease or its terms, or refusal to renew a lease when a tenant exercises certain civil rights (**N.J.S.A. 2A:42-10.10**). The law against reprisal applies to all rental properties used for dwelling purposes, including mobile homes, except owner-occupied two- or three-family dwellings. These civil rights are:

1. A tenant attempts to enforce any rights under the lease or State or local laws.
2. A tenant has made a good faith complaint to a governmental authority about a landlord's violation of any health or safety law, regulation, code, or ordinance. A tenant must have first notified the landlord in writing and given the landlord a reasonable time to correct the violation before making the complaint.

3. A tenant has been an organizer, or member, of any lawful organization, including a tenant organization.
4. A tenant refuses to comply with changes in the lease or agreement, if the change(s), have been made by the owner because the tenant took any of the above actions. If a landlord does take reprisal action, the tenant may sue the landlord for damages in a civil action.

### **Procedures for Recovery of Premises**

A landlord may recover possession of a dwelling unit through a summary dispossession action in the Landlord-Tenant Section, Special Civil Part of the Superior Court Law Division in the county where the building is located. Monetary damages must be recovered in a separate civil action in Superior Court. Actions for rent recovery in the Special Civil Part cannot exceed \$15,000.00.

When a landlord obtains a judgment for possession from the Special Civil Part, the warrant of removal cannot be issued until three (3) days after the judgment and only between the hours of 8:00 a.m. and 6:00 p.m. The warrant of removal cannot be executed until a minimum of three (3) days and two (2) days for seasonal tenants in buildings with five (5) or fewer units, have elapsed since it was issued. The Fair Eviction Notice Act requires any warrant for removal to include a notice that the tenant has a right to request more time (called a “stay of execution”). The court will continue the case for up to 10 days after the execution of the warrant for the purpose of hearing applications by the tenant for lawful relief.

### **Foreclosure**

Recent changes to federal law have strengthened a tenant’s rights in foreclosure proceedings. However, the federal law does not preempt any State or local law that provides longer time periods or other additional protections for tenants in foreclosure proceedings. Foreclosure alone is not grounds for eviction in New Jersey. In **Chase Manhattan Bank v. Josephson**, 135 N.J. 209 (1994) the court held that when a lender or other buyer takes possession of the property, the residential tenant comes with the property. Before a tenant can be evicted due to foreclosure, the landlord must provide the tenant with a 90-day notice to quit when the foreclosed property has been purchased by a buyer who wants to personally occupy it as his or her primary residence. However, if a tenant has a lease agreement that goes beyond the 90 days the landlord may not take action to evict the tenant until after the lease expires and the 90-day notice to quit has been given. The 90-day notice may be given 90 days before the lease expires. Month-to-month tenants and two- and three-family owner-occupied units are not exempt from the 90-day notice requirements.

Any person acquiring a foreclosed property containing one or more residential rental units must provide notices to the tenants in English and Spanish, within 10 business days after the sale, letting tenants know that ownership has changed hands and that the tenants are not required to move because of the foreclosure. In buildings with 10 or fewer dwelling units, the new owner must make a good faith effort to obtain the names of all the tenants occupying the property. Notices must be addressed to tenants by name, unless the new owner is unable to identify the tenant by name, then the owner shall address the notice to “Tenant.” The notice must also be placed on the front door of each tenant’s unit and sent to each tenant via certified and regular mail (**N.J.S.A. 2A:50-69 et seq.**).

In a residential property containing more than 10 dwelling units, the new owner must provide notice to tenants occupying the property by conspicuously displaying a copy of the “NOTICE TO TENANTS” in a prominent location, such as a common area of the building or other structure on the property. If there is no common area, the notice must be posted in a conspicuous location in each building, such as the walls of the front vestibule or any foyer or hallway near the main entrance of the building (N.J.S.A. 2A:50-70(c)2).

#### **Notice Requirements to Tenants Prior to the Transfer of Title Due to a Foreclosure Action**

Any written or verbal communication, including a summons and complaint, an initial written or verbal communication by a foreclosing creditor, or any communication written or verbal that requests a tenant to vacate the property before the foreclosure or sale of the property, requires the foreclosing creditor to give notice to the tenants as outlined in the New Jersey Court Rules, entitled “Notice to Residential Tenants of Rights During Foreclosure,” (APPENDIX XII-K).

#### **Notice Requirements to Tenants After the Transfer of Title Due to a Foreclosure Action**

When making a bona fide monetary offer to induce tenants to move, the new owner must provide a separate and different notice from the notice required to be given by a foreclosing creditor. The new owner must provide a copy of the “NOTICE TO TENANTS” and give it with the initial and final written or verbal offer to the tenant.

The foreclosing agency, including a bank, creditor, or a new landlord may make a written bona fide (good faith) monetary offer requesting that the tenant vacate the property, without “good cause.” An acceptance of the offer by the tenant must be in writing and include an acknowledgement of the date of the receipt of the offer, and an understanding that the tenant had a five-day review period to accept or reject the offer presented.

However, it is important to note that the acceptance of a bona fide monetary offer is voluntary. The tenant shall not be pressured by anyone, including the person making the offer to accept any offer to vacate the property. Pursuant to the New Jersey Foreclosure Fairness Act (N.J.S.A. 2A:50-69 et seq.), pressure tactics include but are not limited to (N.J.S.A. 2A:50-71(b)):

1. Mischaracterizing or misrepresenting the rights of the tenant under the law;
2. Implying the tenant is obligated to accept the offer;
3. Implying that there will be consequences against the tenant for failing to accept the offer;
4. Harassment, including but not limited to discontinuance of utilities, failure to maintain common areas or facilities, or any other failure to maintain the premises in a habitable condition; and
5. An increase in rent in excess of any rent control or rent leveling ordinance, or if the property is not subject to rent control, an unreasonable or unconscionable rent increase.

## **Senior Citizens and Disabled Tenants in Condominium or Cooperative Conversion**

### **Senior Citizens and Disabled Protected Tenancy**

The Senior Citizens and Disabled Protected Tenancy Act protects senior citizens who meet certain eligibility requirements (N.J.S.A. 2A:18-61.22 to -61.39; N.J.A.C. 5:24-2.1 to -2.11). To qualify, tenants must : (1) be at least 62 years of age before the date of the conversion recording of the condominium or cooperative; or (2) be permanently disabled; or (3) be honorably discharged from any military service under certain circumstances from any branch of the U.S. Armed Forces and disabled at 60% or higher resulting from said service and, (4) live in a building being converted to a condominium, cooperative; or fee simple ownership of units at least one (1) year prior to the conversion recording date. Tenants may be protected from eviction for 40 years if their family income is not more than three (3) times the average per person income in their county or \$50,000.00, whichever is greater (N.J.S.A. 2A:18-61.28). The date the conversion is recorded is the date on which a master deed or deed to a cooperative corporation, or a subdivision deed or map legally establishing separate lots, is filed. The landlord or converter is required to notify all tenants of their right to file for protected tenancy if they may be eligible. Generally, applications for protected tenancy must be filed with the designated municipal official or the administrative agent within 60 days, although later filings may be accepted if there is good reason for the late filing and the conversion has not yet taken place. Tenants in Hudson County (N.J.S.A. 2A:18-61.40 to -61.59; N.J.A.C. 5:24-3.1 to -3.4) may be eligible for additional protected tenancy established under the Tenant Protection Act of 1992. For copies of the law, regulations or forms, landlords or converters, tenants, and local officials may visit our website at:

[www.nj.gov/dca/divisions/codes/offices/landlord\\_tenant\\_information.html](http://www.nj.gov/dca/divisions/codes/offices/landlord_tenant_information.html).

For help in filling out the forms, a tenant should contact the appropriate municipal administrative agent who sent the forms to him or her.

### **Tenant Protection Act of 1992**

The Tenant Protection Law of 1992 amendment extends protections to qualified tenants in qualified counties in buildings converted or being converted who were not eligible for Protected Tenancy as either Senior Citizens or Disabled Persons under the “Senior Citizens and Disabled Protected Tenancy Act of 1981” (N.J.S.A. 2A:18-61.40 to -61.59; N.J.A.C. 5:24-3.1 to -3.4). At the present time, the only qualified county is Hudson County (N.J.A.C. 5:24-3.2(b)). Tenants in Hudson County with questions or in need of assistance in filling out the required forms should contact the Administrative Agent of their municipality.

### **Disclosure Statement to Senior Citizen Housing Residents**

Every landlord of a senior citizen housing project and every landlord of a unit within a senior citizen housing project that is a planned unit development, shall, upon signing or renewal of a lease, give a copy of the Truth-In-Renting Statement and the Landlord Identity Statement, as well as a Statement that sets forth the telephone numbers of the State and local offices for the municipality designated to receive reports of housing emergencies and complaints. If the project is organized or operated as a planned real estate development, the governing board or body must provide copies of the Public Offering Statement registered with the New Jersey Department of

Community Affairs, along with a copy of the current bylaws. The tenant must sign a receipt for these Statements and documents. The Statements and documents must be posted in one (1) or more locations accessible to the tenants (**N.J.S.A. 2A:42-113**).



## **New Jersey Judiciary Ombudsman Offices**

[HTTPS://WWW.NJCOURTS.GOV/PUBLIC/OMBUDS.HTML](https://www.njcourts.gov/public/ombuds.html)

The Ombudsman provides assistance to citizens. The services include helping parties who do not have attorneys, by explaining court procedures, programs and service; confidentially receiving and documenting complaints from the public related to misunderstandings, conflicts, mistreatment or discrimination in the courthouse; and acting as a mediator to resolve conflicts between the public and the courts.

The Ombudsman also serves as a point of contact to citizens who may need assistance in coordinating multiple court services during their visit to the courthouse, makes referrals to other agencies of government, takes customer suggestions, and develops court tours and outreach programs.

<b><u>VICINAGE</u></b>	<b><u>OMBUDSMAN</u></b>	<b><u>TELEPHONE NUMBERS</u></b>
AOC Probation Services	Maurice Hart	609-815-3810 ext. 16314
Atlantic/Cape May	Ellen Procida-Fisher	609-402-0100 ext. 47230
Bergen	Kelly Gibson	201-221-0700 ext. 25103
Burlington	Heshim J. Thomas	609-288-9500 ext. 38118
Camden	Vannessa A. Ravenelle	856-650-9100 ext. 43090
Cumberland/Gloucester/Salem	Vanessa Cardwell	856-878-5050 ext. 15159
Essex	Sarah Hatcher	973-776-9300 ext. 56886
Hudson	Pauline D. Daniels	201-748-4400 ext. 60145
Mercer	Audrey Jones-Butler	609-571-4200 ext. 74205
Middlesex	Luis Hernandez	732-645-4300 ext. 88748
Monmouth	Rebekah Heilman	732-358-8700 ext. 87260
Morris/Sussex	Jennifer V. Shultis	862-397-5700 ext. 75160
Ocean	James Castaneda	732-504-0700 ext. 64470
Passaic	June Zieder	973-653-2910 ext. 24032
Somerset/Hunterdon/Warren	Elizabeth Raimondo	908-332-7700 ext. 13240
Superior Court Clerk's Office	Sven Pfahlert	609-815-2900 ext. 52757
Union	David Beverly	908-787-1650 ext. 21028

## **Anti-Discrimination Offices**

### **STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY DIVISION OF CIVIL RIGHTS**

[HTTPS://WWW.NJ.GOV/OAG/DCR/LOCALCONTACT.HTML](https://www.nj.gov/oag/dcr/localcontact.html)

#### **CENTRAL REGIONAL OFFICE**

140 EAST FRONT STREET, 6TH FLOOR  
PO BOX 090  
TRENTON, NJ 08625  
TELEPHONE: 609-292-4605

#### **NORTHERN REGIONAL OFFICE**

31 CLINTON STREET, 3RD FLOOR  
NEWARK, NEW JERSEY 07102  
TELEPHONE: 973-648-2700

#### **SOUTHERN REGIONAL OFFICE**

5 EXECUTIVE CAMPUS, SUITE 107  
CHERRY HILL, NJ 08034  
TELEPHONE: 856-486-4080

#### **SOUTH SHORE REGIONAL OFFICE**

1325 BOARDWALK, 1<sup>ST</sup> FLOOR  
TENNESSEE AVE & BOARDWALK  
ATLANTIC CITY, NJ 08401  
TELEPHONE: 609-441-3100

**New Jersey's Legal Services Programs**  
**LEGAL SERVICES OF NEW JERSEY**

PO BOX 1357  
EDISON, NJ 08818-1357  
(732) 572-9100

[WWW.LSNJ.ORG/DIRECTORY.HTM](http://WWW.LSNJ.ORG/DIRECTORY.HTM)

**ATLANTIC COUNTY**

SOUTH JERSEY LEGAL SERVICES  
1300 ATLANTIC AVENUE, MEZZANINE FLOOR  
ATLANTIC CITY, NJ 08401  
(609) 348-4200

**BURLINGTON COUNTY**

SOUTH JERSEY LEGAL SERVICES  
107 HIGH STREET  
MOUNT HOLLY, NJ 08060  
(609) 261-1088

**CAPE MAY COUNTY**

SOUTH JERSEY LEGAL SERVICES  
1261 ROUTE 9 SOUTH  
CAPE MAY COURT HOUSE, NJ 08210  
(609) 465-3001

**ESSEX COUNTY**

ESSEX-NEWARK LEGAL SERVICES  
5 COMMERCE STREET, 2<sup>ND</sup> FLOOR  
NEWARK, NJ 07102  
(973) 624-4500

**HUDSON COUNTY**

NORTHEAST NEW JERSEY LEGAL SERVICES  
574 SUMMIT AVENUE, 2<sup>ND</sup> FLOOR  
JERSEY CITY, NJ 07306  
(201) 792-6363

**MERCER COUNTY**

CENTRAL JERSEY LEGAL SERVICES  
198 WEST STATE STREET  
TRENTON, NJ 08608  
(609) 695-6249

**BERGEN COUNTY**

NORTHEAST NEW JERSEY LEGAL SERVICES  
190 MOORE STREET, 1<sup>ST</sup> FLOOR  
HACKENSACK, NEW JERSEY 07601  
(201) 487-2166

**CAMDEN COUNTY**

SOUTH JERSEY LEGAL SERVICES  
745 MARKET STREET  
CAMDEN, NJ 08102  
1(800) 496-4570  
(856) 964-2010

**CUMBERLAND COUNTY**

SOUTH JERSEY LEGAL SERVICES  
415 W. LANDIS AVENUE, 2<sup>ND</sup> FLOOR  
VINELAND, NJ 08360  
(856) 691-0494

**GLOUCESTER COUNTY**

SOUTH JERSEY LEGAL SERVICES  
47 NEWTON AVENUE  
WOODBURY, NJ 08096  
(856) 848-5360

**HUNTERDON COUNTY**

LEGAL SERVICES OF NORTHWEST JERSEY  
82 PARK AVENUE  
FLEMINGTON, NJ 08822  
(908) 782-7979

**MIDDLESEX COUNTY**

CENTRAL JERSEY LEGAL SERVICES  
317 GEORGE STREET, SUITE 201  
NEW BRUNSWICK, NJ 08901  
(732) 249-7600

313 STATE STREET, SUITE 308  
PERTH AMBOY, NJ 08861  
(732) 324-1613

**MONMOUTH COUNTY**

SOUTH JERSEY LEGAL SERVICES  
303 WEST MAIN STREET, 3<sup>RD</sup> FLOOR  
FREEHOLD, NJ 07728  
(732) 414-6750

**OCEAN COUNTY**

SOUTH JERSEY LEGAL SERVICES  
215 MAIN STREET  
TOMS RIVER, NJ 08753  
(732) 608-7794

**SALEM COUNTY**

SOUTH JERSEY LEGAL SERVICES  
415 W. LANDIS AVENUE, 2<sup>ND</sup> FLOOR  
VINELAND, NJ 08360  
(856) 691-0494

**SUSSEX COUNTY**

LEGAL SERVICES OF NORTHWEST JERSEY  
18 CHURCH STREET, SUITE 120  
NEWTON, NJ 07860  
(973) 383-7400

**WARREN COUNTY**

LEGAL SERVICES OF NORTHWEST JERSEY  
91 FRONT STREET  
BELVIDERE, NJ 07823  
(908) 475-2010

**MORRIS COUNTY**

LEGAL SERVICES OF NORTHWEST JERSEY  
30 SCHUYLER PLACE, 2<sup>ND</sup> FLOOR  
MORRISTOWN, NJ 07963  
(973) 285-6911

**PASSAIC COUNTY**

NORTHEAST NEW JERSEY LEGAL SERVICES  
152 MARKET STREET, 6<sup>TH</sup> FLOOR  
PATERSON, NJ 07505  
(973) 523-2900

**SOMERSET COUNTY**

LEGAL SERVICES OF NORTHWEST JERSEY  
90 EAST MAIN STREET, 3<sup>RD</sup> FLOOR  
SOMERVILLE, NJ 08876  
(908) 231-0840

**UNION COUNTY**

CENTRAL JERSEY LEGAL SERVICES  
60 PRINCE STREET  
ELIZABETH, NJ 07208  
(908) 354-4340

### **Additional Agencies and Organizations**

The following is a list of public agencies and private organizations that offer informational services to landlords and/or tenants. It is provided solely for reference purposes and no endorsement is expressed or implied. Organizations interested in being included may contact the Department. The Department reserves the right to determine which organizations or agencies will be included.

If you are a tenant and need information, contact:

New Jersey Tenants Organization  
96 Linwood Plaza #233  
Fort Lee, NJ 07024  
201-342-3775  
<https://www.njto.org>

If you are a landlord or tenant and need assistance, contact:

NJ Apartment Association  
104 Interchange Plaza, Suite 201  
Monroe Twp., NJ 08831  
(732) 992-0600  
<https://njaa.com/>

Information for landlords (costs for service), contact:

Property Owners Association (POA)  
1072 Madison Avenue  
Lakewood, NJ 08701  
(732) 780-1966 Fax (732) 780-1611  
<https://www.poanj.org>

For persons owning a mobile home trailer and renting the land in a mobile home park, contact:

Manufactured Home Owners Association of New Jersey, Inc.  
P.O. Box 104  
Jackson, NJ 08527  
(732) 534-0085  
<https://www.mhoanj.org>

For owners of mobile home parks and landlords of rented trailers, contact:

New Jersey Manufactured Housing Association  
2741 Nottingham Way  
Trenton, NJ 08619  
(609) 588-9040  
<https://njmha.org>

For questions concerning mobile home construction, contact:

NJ Department of Community Affairs  
Office of Code Services, Industrialized Buildings Unit  
Post Office Box 816

Trenton, NJ 08625-0816  
(609) 984-7974

For mobile home parks designating themselves as adult parks only, contact:

Office of Fair Housing & Equal Opportunities  
New York/New Jersey Regional Office  
26 Federal Plaza, Room 3532  
New York, NY 10278-0068  
(212) 542-7519 or 1(800) 496-4294 TTY (212) 264-0927

For additional questions on mobile homes, contact a private attorney of your choice. For a referral to an attorney, contact your County Bar Association listed in your telephone directory or the Legal Services office in your county.

If you are being faced with an eviction action or condominium conversion, you may obtain information concerning the rights you possess under these circumstances by viewing the Eviction Law from:

[https://www.state.nj.us/dca/divisions/codes/offices/landlord\\_tenant\\_information.html](https://www.state.nj.us/dca/divisions/codes/offices/landlord_tenant_information.html)

If Spanish is your primary language and you need assistance, please contact the Center for Hispanic Policy, Research and Development (CHPRD). The CHPRD can provide a list of local resources available to the Hispanic Community. For additional information, the CHPRD can be contacted at:

Center for Hispanic Policy, Research and Development  
PO Box 301  
Trenton, NJ 08625-0301  
(609) 943-4990  
<https://nj.gov/state/chprd.shtml>

For information on housing codes and maintenance requirements for multiple dwellings (apartment buildings with 3 or more dwelling units) or to obtain a copy of the regulations for the maintenance of hotels and multiple dwellings you may write or call:

Department of Community Affairs  
Bureau of Housing Inspection  
P.O. Box 810  
Trenton, NJ 08625-0810,  
(609) 633-6210

If you are a tenant living in public housing subsidized by HUD and you would like to file a complaint regarding maintenance, discrimination, illegal practice or other resident concerns you may contact:

U.S. Department of Housing and Urban Development

One Newark Center

1085 Raymond Blvd., 13<sup>th</sup> Floor

Newark, New Jersey 07102-5260

(973) 622-7900

Multifamily Housing Complaint Line 1(800) 685-8470, TTY 1(800) 432-2209