

**RESOLUTION # 19-85**  
**RESOLUTION AUTHORIZING AND APPROVING,**  
**THE ANNUAL PLAN FY2020 AND**  
**5-YEAR PLAN FY2020-2024**  
**FOR SUBMISSION TO HUD**  
**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

**WHEREAS**, the Housing Authority of Gloucester County is desirous of meeting all United States Department of Housing and Urban Development requirements, particularly as defined in the Quality Housing and Work Responsibility Act of 1998; and

**WHEREAS**, the Quality Housing and Work Responsibility Act of 1998 mandates that Housing Authorities develop an Agency Plan to be implemented after review and comment by residents, the County government, certain law enforcement agencies and the public; and

**WHEREAS**, an Agency Plan has been developed at the Housing Authority of Gloucester County, a Draft Plan was distributed to all required parties, including a Resident Advisory Board, as well as publicly advertised for review; and

**WHEREAS**, a Public Hearing was held on September 25, 2019.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the Housing Authority of Gloucester County Annual Plan FY 2020 and 5-Year Plan FY2020-2024, attached hereto and made a part hereof, be and hereby is approved; and

**IT IS FURTHER RESOLVED** that the Executive Director is hereby directed to submit a copy of the Annual Plan FY 2020 and 5-Year Plan FY2020-2024 to the Dept. of Housing and Urban Development as required for their review and approval.


**ADOPTED** at a Meeting of the Housing Authority of Gloucester County, held on the 25<sup>th</sup> day of September 2019.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: \_\_\_\_\_

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

  
\_\_\_\_\_  
**KIMBERLY GOBER, SECRETARY**  
**DATED: SEPTEMBER 25, 2019**

**Certifications of Compliance with  
PHA Plans and Related Regulations  
(Standard, Troubled, HCV-Only, and  
High Performer PHAs)**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including  
Required Civil Rights Certifications  
RESOLUTION #19-86**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PIHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ☒ 5-Year and/or ☒ Annual PHA Plan for the PHA fiscal year beginning 01/01/2020, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.



12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

The Housing Authority of Gloucester County  
PHA Name

NJ 204  
PHA Number/HA Code

X Annual PHA Plan for Fiscal Year 2020

X 5-Year PHA Plan for Fiscal Years 20 20 - 20 24

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official	Title
William W Bain, Jr	Chairman
Signature	Date
	September 25, 2019

**RESOLUTION # 19-87**

**RESOLUTION AUTHORIZING AND APPROVING SUBMISSION OF  
CAPITAL FUND PROGRAM BUDGET FORMS  
ANNUAL STATEMENT FY2020 AND  
5-YEAR ACTION PLAN FY2020-2024**

**WHEREAS**, the Housing Authority of Gloucester County has prepared an Annual Statement FY2020 and a 5-year Action Plan FY 2020-2024 for Capital Fund Program Budget, as part of an overall submission to the U.S. Dept. of Housing and Urban Development thru the EPIC System; and

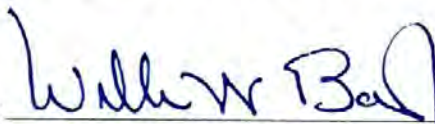
**WHEREAS**, the attached budget is consistent with the overall objectives of the Capital Fund Program, as presented to the community, residents of public housing developments and local governing bodies in public information sessions and at a publicly held hearing on the Capital Fund Program.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the Annual Statement FY2020 and 5-year Budget for the Capital Fund Program for FY 2020-2024, as attached hereto, are hereby approved; and

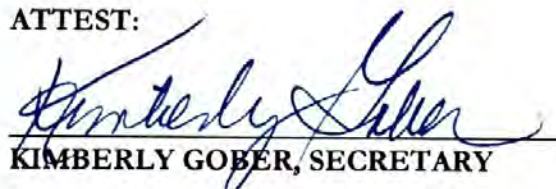
**IT IS FURTHER RESOLVED** that the Executive Director be and is hereby authorized to submit the forms and related documents for the Capital Fund Program as herein approved, to the Department of HUD thru their EPIC System for their approval.

**ADOPTED** at a Meeting of the Housing Authority of Gloucester County, held on the 25<sup>TH</sup> day of September 2019.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY:   
WILLIAM W. BAIN, JR., CHAIRMAN

**ATTEST:**

  
KIMBERLY GOBER, SECRETARY

**DATED: SEPTEMBER 25<sup>TH</sup>, 2019**



Housing Authority of Gloucester County		Five Year Plan 2019-2023				
	Description	2019	2020	2021	2022	2023
204	Mod Coord Salary	49,421	49,421	49,421	49,421	49,421
204	A&E Services	15,000	15,000	15,000	15,000	15,000
204	Site Improvements	10,000	10,000	10,000	10,000	10,000
204	Relocation Cost	4,000	4,000	4,000	4,000	4,000
	<b>Scattered Site Houses</b>					
204-1	Update Houses	120,000	120,000	120,000	120,000	120,000
	<b>Carino Park Apartments</b>					
204-3	Refinish Stucco Paneling	80,000				
204-3	Update kitchen Flooring	60,000				
204-3	Replace Door Hardware, Doors, Etc.	25,000				
204-3	Replace Light Fixtures Dwelling	25,000			20,000	
204-3	Replace Light Fixtures Non-Dwelling	10,000		25,000		16,000
204-3	Replace Common Area Doors & Hardware	20,000			50,000	
204-3	Common Area Flooring		10,000	50,000		
204-3	Misc. Apartment Upgrades		20,000			
204-3	Replace Light Fixture Dwelling		25,000			
204-3	Replace Ranges		6,282	5,000	5,000	30,000
204-3	Upgrade ADA Bathroom			61,282		
204-3	Upgrade Apt. Units			75,000	30,000	50,000
204-3	Upgrade Building Equipment				21,282	
204-3	Upgrade Fire Alarm System					10,000
204-3	Upgrade Generator					10,000
204-3	Repair Fan-Coil Units					39,779
204-3	Repair & Seal Coat Parking Lot					7,564
	<b>Deptford Park Apartments</b>					
204-4	Misc Apt. Upgrades	45,779	25,779	5,000	9,061	75,000
204-4	Replace Light Fixtures, Ranges, Refrigerators	10,000				
204-4	Caulk Building Exterior	30,000				
204-4	Replace Closet Doors		50,000			
204-4	Misc. Common Area Upgrade	9,564			30,000	12,000
204-4	Replace Common Area Flooring		72,000			
204-4	Roof Exhaust Fan		6,282			
204-4	New Shower Stalls		100,000	19,061		
204-4	Replace Boilers				100,000	
204-4	Replace Unit Flooring			50,000		
204-4	Upgrade Exterior Light Fixtures			25,000		
204-4	Paint Common Areas				50,000	
204-4	Repair Parking Lot Paving					15,000
204-4	Replace Apt Fan Coil Units					50,000
	<b>Totals</b>	<b>513,764</b>	<b>513,764</b>	<b>513,764</b>	<b>513,764</b>	<b>513,764</b>

**RESOLUTION #19-88**

**RESOLUTION AMENDING**

**THE SECTION 8 ADMINISTRATIVE PLAN**

**TO COMPLY WITH FEDERAL REGULATIONS FROM THE  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)**

**WHEREAS**, the Section 8 Administrative Plan is the Authority's written statement of policies used to carry out the Section 8 Housing Choice Voucher and Section 8 Moderate Rehabilitation Programs; and

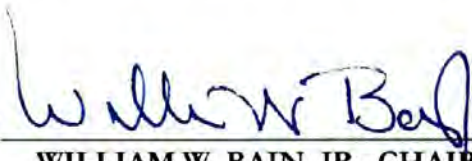
**WHEREAS**, to comply with the Federal Regulation changes of the Department of Housing (HUD), which are designed to reduce administrative burdens to PHAs, enable PHAs to better target assistance to families in need of such assistance and reduce Federal costs, the Section 8 Administrative Plan has been revised; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the revised Section 8 Administrative Plan, as attached hereto, be and hereby is adopted and shall supersede all prior resolutions addressing the subject matter of this resolution.

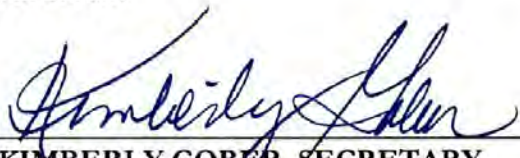
**IT IS FURTHER RESOLVED** that the Executive Director is hereby directed to file a copy of the attached amended Section 8 Administrative Plan with the Department of Housing & Urban Development.

**ADOPTED** at the Meeting of the Housing Authority of Gloucester County Board of Commissioners, held on the 25<sup>th</sup> day of September 2019.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY:   
WILLIAM W. BAIN, JR., CHAIRMAN

**ATTEST:**

  
KIMBERLY GOBER, SECRETARY  
DATED: SEPTEMBER 25, 2019



## Section 8 Administrative Plan

**REVISED: September 25, 2019**  
**Resolution #19-88**

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## **Attachments**

- Violence Against Women Act (VAWA) Policy
  - Emergency Transfer Plan for Victims of Domestic Violence
  - HUD Form 5380
  - HUD Form 5382
  - HUD Form 5383
  - HUD Form 91067
- Statement of Family Responsibility- Section 8 Moderate Rehabilitation Program
- Bed Bug Management Policy
- Code of Conduct
- Live-In Aide Policy



## **Article I.      General Provisions**

### **Section 1.01   Program Objectives**

The Objectives of the Section 8 Housing Choice Voucher Program, Moderate Rehabilitation Program, and Project-Based Voucher Program are to house income eligible families in safe, sanitary, and affordable housing within the operating jurisdiction of the Housing Authority of Gloucester County ("The Authority"). Such housing shall be in accordance with the rules and regulations governing the Programs, the Department of Housing and Urban Development's (HUD) Section 8 Regulations, as well as all Federal, State and Local Fair Housing Laws and Regulations.

### **Section 1.02   Administrative Authority**

This document serves as the Authority's operational handbook for the implementation of the Housing Choice Voucher Program, Moderate Rehabilitation Program and Project Based Voucher Program. It also functions as the Authority's *Administrative Plan* and complies with all of the requirements of 24 C.F.R. §982.54, *Administrative Plan*. The Plan's purpose is to provide guidance for the consistent application of the policies and procedures adopted by the Authority in its administration of the programs.

### **Section 1.03   Extenuating Circumstances**

The following conditions are recognized by the Authority as extenuating circumstances that may affect the Authority's administration of the program: Domestic violence; a serious housing quality standards violation; a catastrophe such as a fire, flood or other act of nature; or a risk of violence against a household member as a reprisal for providing information to a law enforcement agency, or because of his or her race, color, religion, sex, national origin, handicap, or familial status. Further, on a case-by-case basis, the Authority may consider an exception to one of its standard policies if there is evidence of a sufficient extenuating circumstance.

### **Section 1.04   File Maintenance**

In order to demonstrate compliance with HUD and other pertinent regulations, the Authority will maintain records, reports, and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional, or other interested party to follow, monitor, and or assess the Authority operational procedures objectively and with accuracy and in accordance with Section 8 Management Assessment Program (SEMAP) requirements with internal supervisory audits. The Authority maintains an electronic file for each applicant, participant and owner. The electronic file shall be considered the official file. The Authority also maintains a paper file, the purpose of which is to support the electronic file.

### **Section 1.05   Privacy Rights**

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information annually. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/the Authority will release family information. The Authority shall require additional authorizations not covered by the HUD 9886 form as required for verifications. The Authority policy regarding release of information is in accordance with State and local laws that may restrict the release of family information.

## **Article II. Fair Housing & Equal Opportunity**

### **Section 2.01 Non-Discrimination**

The Authority shall administer the Programs to affirmatively further fair housing in accordance with the Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act, Violence Against Women Reauthorization Act of 2013 (VAWA), and The Age Discrimination Act of 1975.

The Authority is committed to administering the programs to ensure that individuals and households are not discriminated against because of their race, color, sex, age, ethnic origin, religion, disability, familial status, actual or perceived sexual orientation, gender identity or marital status. The Authority will not use any of these factors to: Deny any family the opportunity to apply for housing, or deny to any qualified applicant the opportunity to participate in housing; provide housing that is different from the provided to others; Subject anyone to segregation or disparate treatment; Restrict anyone's access to any benefit enjoyed by others in connection with the housing program; Treat a person differently in determining eligibility or other requirements for admissions; Steer an applicant or participant towards or away from a particular area; Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program; Discriminate in the provision of residential real estate transactions; Discriminate against someone because they are related to or associated with a member of a protected class; Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

### **Section 2.02 Assistance for Families Claiming Unlawful Discrimination**

If an applicant or participant believes that any family member has been discriminated against by the Authority or an owner, the family should advise the Authority. HUD requires the Authority to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action. In addition, the Authority is required to provide the applicant or participant with information about how to file a discrimination complaint. The Fair Housing Act prohibits discrimination in housing because of race, color, religion, national origin, sex, disability and familial status. People who believe they have experienced discrimination may file a complaint by contacting HUD's Office of Fair Housing and Equal Opportunity at (800) 669-9777 (voice) or (800) 927-9275 (TTY). Housing discrimination complaints may also be filed by going to [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing). Persons who have alleged discrimination on the basis of Fair Housing Amendment Act of 1988, Title VIII of the Civil Rights Act of 1968, Title VI of the Civil Rights Act of 1964 or Executive Order 11063, will have their case administered by the Intake Supervisor (if it is a new admission) or the Section 8 Supervisor (if it is a program participant) to personally assist the family in finding a suitable unit and to prevent any repeated discrimination against the family. The Intake Supervisor or Section 8 Supervisor, as appropriate, shall provide personal referrals to units with

vacancies and call the apartment managers of said units to arrange for an appointment for the family to see the unit. Assistance will also be provided in the exercise of the person's rights including providing information on how to fill out and file a housing discrimination complaint. The Authority will keep a record of all complaints, investigations, notices, and corrective actions.

### **Section 2.03 Policies Related to Persons with Disabilities**

The Authority is committed to ensuring that the policies and procedures of its programs do not deny individuals with disabilities the opportunity to participate in, or benefit from, those programs. The Authority is also committed to ensuring that its policies and procedures do not otherwise discriminate, on the basis of disability, in connection with the operation of those programs, services and activities. A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice or program that provides a qualified individual with a disability the opportunity to participate in or benefit from one of the Authority's programs. The Policy, as contained in this *Administrative Plan* will be provided during the tenant briefing program.

#### **a. Definitions**

A person with a disability, as defined by the Federal Fair Housing Act, is an individual who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. As used in this definition, the phrase "physical or mental impairment" includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. *24 C.F.R. § 100.201.*

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing and learning. *24 C.F.R. § 100.201.*

The definition of disability does not include: current users of illegal controlled substances people whose alcohol use interferes with the rights of other, a person with any disability whose tenancy poses a direct threat to the health or safety of others unless that threat can be controlled with a reasonable accommodation, Juvenile offenders and sex offenders by virtue of that status are not persons with disabilities protected by the Fair Housing Act.



b. Requesting a Reasonable Accommodation

A person with a disability may request a reasonable accommodation from the Authority at any time. The individual, the Authority, or another person identified by the individual, must reduce all requests for reasonable accommodation(s) to writing. The person must explain what type of accommodation is needed to provide the person with the disability full access to the Authority's programs and services. Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the needs of the individual as well the applicable law. (See section on *Denial of Request for Reasonable Accommodation*, below)

c. Verification of Reasonable Accommodation Request

Before providing an accommodation, the Authority must determine that the person meets the definition of a person with a **disability**, and that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program,.

The Authority will request third-party verification to support the need for a reasonable accommodation. Third-party verification must be obtained from a Qualified Individual. A Qualified Individual can be a doctor or other medical professional, a peer support group, a non-medical service agency, a caseworker, a vocational/rehab specialist, counselor, or a reliable third party who is in a position to know about the individual's disability. The Authority must request only information that is necessary to evaluate the disability-related need for the accommodation. The Authority will not inquire about the nature or extent of any disability. In the event that the Authority does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, the Authority will dispose of it. In place of the information, the Authority will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information.

In addition, the Authority may request that the individual, or the individual's health care provider, provide suggested reasonable accommodations. If a person's disability is obvious, or otherwise known to the Authority, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required.

d. Denial of Request for Reasonable Accommodation

The Authority can deny a request for reasonable accommodation if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the accommodation. Further, a requested accommodation can be denied if one of the following would occur as a result: A violation of state and/or federal law; A fundamental alteration in the nature of the Authority's housing program; An undue financial and administrative burden on the Authority. All denials will be reduced in writing and will identify the reason for the denial. In the event the accommodation is denied, the

Authority will discuss with the requester whether there is an alternative accommodation that would effectively address the requester's disability-related need without a fundamental alteration of the Authority's operation and without imposing an undue burden.

#### **Section 2.04 Access to Services for Persons with Limited English Proficiency**

The Authority will take affirmative steps to communicate with people who need services or information in languages other than English. These persons are referred to as persons with Limited English Proficiency (LEP). LEP is defined as a person who does not speak English as their primary language and who have limited ability to read, write or understand English. The Authority's goal is to ensure meaningful access to the LEP person to critical services while not imposing undue burdens on the Authority. In order to determine the level of access needed by LEP persons, the Authority will act in accordance with the established Language Assistance Plan and balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the Housing Choice Voucher program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the Authority.

#### **Article III. Program Eligibility**

The Authority will take the necessary steps to ensure that every individual and family admitted to the programs meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the Authority to confirm eligibility and determine the level of the family's assistance. To be eligible for the HCV program the applicant family must:

- Qualify as a family as defined by HUD and the Authority;
- Have income at or below HUD-specified income limits;
- Qualify on the basis of citizenship or the eligible immigrant status of family members;
- Contain at least one family member who is either a U.S. citizen or has eligible immigration status;
- Provide social security numbers for all family members in compliance with HUD's Rent Reform Notice effective January 2010, unless the family member is 62 or older as of January 2010 and already under the program;
- The Authority shall require social security numbers for all family members regardless of age in compliance with the federally mandated criminal record requirements for all adult family members;
- Consent to the Authority's collection and use of family information as provided for in the Authority -provided consent forms.
- Be represented by a head of household who is 18 or older or an emancipated youth at the time of application submission.

- Be eligible for assistance in accordance with the restrictions on assistance to students enrolled in an institution of higher education (*24 CFR 5.612*).
- The Authority must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or The Authority. Reasons for denial of admission are addressed in this Policy. These reasons for denial constitute additional admission criteria.
- Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for eligibility processing for issuance of a Voucher

### **Section 3.01 Definitions**

- Family: A Family may consist of any single person or a group of persons that are related by blood, marriage, operation of law, or have evidenced a stable family relationship over a period of time to the satisfaction of the Authority by sharing expenses, family responsibilities, and a residency; and whose incomes and resources are jointly available to meet the needs of the family.
- Elderly Family: An elderly family is a family whose head, co-head, spouse, or sole member is at least sixty-two years of age.
- Disabled Family: A disabled family is a family whose head, co-head, spouse or sole member is a person with disabilities who is physically, mentally, or developmentally disabled in accordance with Section 223 of the Social Security Act or Section 102b(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970. A disabled person is considered an elderly family for the purpose of qualifying as a household type.
- Household: Household is the broader term that includes additional people, who with the permission of the Authority live in the assisted unit, such as live-in aides, foster children and foster adults.
- Family Share: Family Share shall mean the portion of rent and utilities paid by the family. The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent. The Authority may not use the housing assistance payment or other program funds (including the administrative fee reserve funds) to pay any part of the family share. Payment of the family share is the responsibility of the family.
- Head of Household: Head of Household means the adult member of the family who is considered the head for the purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with the co-head or spouse. The Head of Household must have the legal capacity to enter into a lease under state and local law. The family may designate any qualified family member as the Head of Household.
- Spouse, Co-head, and Other Adult: a family may have a spouse or co-head but not both. Spouse means the marriage partner of the Head of Household. A Co-head is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfill all of its responsibilities under the program, but who is not a spouse. A family can have only one co-head.
- Other Adult: Other Adult means a family member, other than the head, spouse or co-head who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.



- Dependent: A dependent is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, co-head, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income. Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 51 percent or more of the time. When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the Authority will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.
- Full-Time Student (FTS): A FTS is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be deemed a full time is defined by the educational institution.

### **Section 3.02 Pre-Applications**

The Authority will receive and process applications in a way that treats all applicants fairly and consistently. At the discretion of the Executive Director, the Authority will accept pre-applications for assistance on an as needed basis. The Executive Director will review the waiting lists and determine whether pre-applications will be accepted and the length of time to accept pre-applications. Pre-applications will be accepted by mail at:

The Housing Authority of Gloucester County -Tenant Processing Center-Main Office  
100 Pop Moylan Blvd, Deptford  
New Jersey 08096

OR

Online at <http://www.hagc.org>

Pre-applications must contain sufficient information for the Authority to make preliminary determinations of eligibility and local preference status. If the pre-application does not contain sufficient information to make a preliminary determination of eligibility, the applicant will be notified to submit the needed information. The head of the applicant family on the pre-application will be assigned a confirmation number and placed on the appropriate waiting list(s), if eligible. All applicants will have the opportunity to apply for any applicable programs administered by the Authority. If the information on the pre-application shows the applicant to be obviously ineligible, the letter will state the reasons for the determination of ineligibility and, the family's right to an informal review and how to arrange for the review.

The Authority will take steps to ensure that the application process is accessible to those people who might have difficulty complying with the normal, standard application process. This may include people with disabilities or persons with LEP. The Authority will consider requests for Reasonable Accommodations to the needs of individuals with disabilities and reasonable steps to ensure equal access for persons with LEP.

### **Section 3.03 Organization of Wait List**

All eligible applicants will be placed on the waiting lists based on the date and time the application was received. There will be one (1) waiting list maintained for the Section 8 Housing Choice Voucher Program, one (1) for the Moderate Rehabilitation Program and one (1) for the Project-Based Voucher Program. The waiting lists will be assembled in sequential order with the applicant's name, family unit size, date and time of application receipt, annual income, qualifications for any local preference, and racial or ethnic designation of the head of household noted. The Moderate Rehabilitation waiting list represents different bedroom sizes, as the program is unit based.

### **Section 3.04 Opening and Closing of Waiting Lists**

The waiting lists will be opened or closed at the discretion of the Executive Director considering the available funding, length of the waiting lists, and whether the waiting list includes a sufficient number of extremely low-income families. See attached Equal Housing Opportunity Policy Affirmative Marketing/Outreach to Families for the Authority's practice on encouraging full participation of the public when the waiting lists are opened. When the Executive Director determines that the waiting lists contain an adequate pool for use of available program funding, the Authority may stop accepting new applications and close the wait lists.

### **Section 3.05 Notification of Selection from Waiting Lists**

Families selected from the waiting lists will be notified of their selection by a written communication, the method of which is selected by the family in the application. This communication is deemed "The Interview Letter". The interview letter will inform the family of the following: the date, time and location of the scheduled interview including any procedures for rescheduling the interview and all documents that must be provided at the interview. In accordance with the Interview Letter, families must respond to the Authority within 10 (ten) calendar days of the date of the letter to schedule an interview appointment at the client's convenience. If the Interview letter is returned to the Authority with no forwarding address, the family will be removed from the waiting lists. A notice of denial will be sent to the family's address of record.

### **Section 3.06 Reporting Changes in Family Circumstance While on a Waiting List**

While the family is on the waiting list, the family must report to the Authority changes in family size or composition, preference status, contact information, including current residence, mailing address, income and phone number. All changes must be reported in writing within 14 days.

### **Section 3.07 Local Preference**

The Authority has established a system of local preference for the section of families admitted to the programs. The preference affects the order of applicants on the waiting list but does not make anyone eligible who was not otherwise eligible.

#### **Eligibility for Local Residency Preference:**

A local preference will be given to 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 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. These participating communities shall be deemed the Authority's operating jurisdiction.

#### Verification of Local Residency Preference:

To be entitled to a local residence preference, applicants must submit at the time of application objective, third party documentation of the residence or employment. All documents received to verify a local preference must be dated and current. To be considered "current" a document must not be dated more than sixty (60) days before the date of the application. All certifications from a third party (including facsimile transmissions) must be on the agency's letterhead, dated and signed by the appropriate representative of the agency. See Section on "Proof of Residence" for documents which are acceptable forms of proof.

#### Glassboro Residents/Woolwich Township/Franklin Township

Pre-Applications received for Glassboro residents registered prior to 3/25/09, Woolwich Twp residents registered prior to 12/21/10, and Franklin Township residents registered prior to 8/1/16 will obtain a local preference if the client re-registers. A letter indicating that the Authority is updating information with the new date and time with a local preference will be mailed to the client. The new application date and time with a local preference will be used in order to benefit the client. Clients updating information that are still residing in Glassboro or Woolwich Township and are working in Glassboro or Woolwich Twp. will not obtain the local preference as these clients are residents of the Borough of Glassboro prior to 3/25/09, Woolwich Twp prior to 12/21/10, and Franklin Township prior to 8/1/16 their preference status has not changed. Clients updating information that are still residing in Glassboro, Franklin Twp, or Woolwich Twp and report they are working in the operation jurisdiction of the Authority other than Glassboro, Franklin Twp, or Woolwich Twp will obtain a local preference, regardless of their application date. Clients updating information that do not live in Glassboro, Franklin Twp, or Woolwich Twp and do not have a local preference may notify the Authority that they are now



living and/or working in Glassboro, Franklin Twp ,Woolwich Twp or any other area in the operating jurisdiction of the Authority will obtain a local preference.

### Mainstream Vouchers

The Mainstream Voucher preference is for the “Mainstream” Vouchers to serve clients who are non-elderly persons with disabilities 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. HAGC will require documentation proving disability in accordance with the above definition and eligibility for the Mainstream Voucher at the time of application. Proof of preference eligibility must be by way of a certification from a third party agency with knowledge of the applicant’s eligibility. Eligible applicants will be awarded (5) Five Preference points.

### **Section 3.08 Targeted Housing Choice Vouchers**

Certain families may qualify for “Targeted” Housing Choice Vouchers. The Authority will designate qualified families for targeted purposes as such. These targeted Housing Choice Vouchers shall not be based on the identity or location of the housing unless approved by the Department of Housing and Urban Development. The Housing Choice Vouchers so allocated shall include, but are not limited to, such targeted cases as:

- Applicants certified as living in transitional housing;
- Applicants certified as living in housing that is not affordable, according to the Gloucester County Division of Social services;
- Applicants certified as receiving temporary rental assistance or who are certified as eminently homeless by GCDSS;
- Applicants certified as having graduated from group residence;
- Applicants who are disabled and under the age of 62 years; Applicants who are disabled and under the age of 62 years and have been denied public housing due to the Authority’s designated housing plan approved by HUD;
- Families displaced because of demolition or disposition of a public housing project;
- Families residing in HUD- owned multifamily rental housing project when HUD sells, forecloses or demolishes the project;
- Applicants certified as Veterans.
- Applicants certified as a Victim of domestic violence.

### **Section 3.09 Continuously Assisted Families**

A family is considered “continuously assisted” under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act Program when the family is admitted to the Housing Choice Voucher Program. For purposes of income eligibility, a family will be considered “continuously assisted” upon admission into the Housing Choice Voucher Program only when there is a break of no more than 60 calendar days between participation in the assisted programs.

### **Section 3.10 Family Consent to Release of Information**

HUD requires each adult family member and the head of household, spouse or co-head regardless of age, to sign HUD’s consent form, Authorization for the Release of Information/Privacy Act Notice, and other consent form as needed to collect information relevant to the family’s eligibility and level of assistance. The Authority must deny admissions to the program if any member of the applicant family fails to sign and submit required consent forms.

### **Section 3.11 Citizenship Status**

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals, or noncitizens that have eligible immigration status. At least one family member must be a citizen, national or noncitizen with eligible immigration status in order for the family to qualify for assistance. Applicants must meet the documentation requirements of citizenship or eligible immigration status. Persons claiming citizenship are required to provide verification of citizenship through United States passport; Resident alien card; Registration card; Social Security card; or other appropriate documentation. Persons claiming eligible immigration status must present appropriate immigration documents which are verified by the Authority through Immigrations and Naturalization Service. Non-citizens claiming eligible immigration status must provide all of the following evidence: The signed declaration of eligible immigration status; one of the INS documents specified in the attached Non-Citizen Rule Summary of Documentation Requirements prepared by HUD; A signed verification consent form describing transmission and use of the information obtained. Providing housing assistance to noncitizens students is prohibited. All applicant families will be notified of the requirement to submit evidence of their citizenship status when they apply.

### **Section 3.12 Social Security Numbers**

The applicant and all members of the applicant’s household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. However, if a child under the age of 6 years was added to the assistance applicant household within the 6-month period prior to the household’s date of voucher issuance, the assistance applicant may become a participant, so long as the social security documentation is provided to the Authority within 90 calendar days from the date of the Housing Assistance Payment contract. The Authority will grant an extension of one additional 90-day period if it determines that, in its discretion, the assistance applicant’s failure to comply was due to circumstances that could not reasonably have been foreseen and were outside the control of the applicant.

The Authority must deny assistance and/or terminate assistance for a family if the regulatory requirements for SSN disclosure and documentation are not met or if the family submits falsified SSN documentation.

### **Section 3.13 College Students Enrolled in Institutions of Higher Education**

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the student's eligibility must be examined along with the income eligibility of the student's parents. In these cases, both the student and the student's parents must be income eligible for the student to receive HCV assistance. If, however, a student in these circumstances is determined independent from his/her parents in accordance with Authority's policy, the income of the student's parents will not be considered in determining the student's eligibility. An Institution of Higher Education shall have the meaning as defined in the Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002.

The Authority will consider a student "independent" from his or her parents and the parents' income will not be considered when determining the student's eligibility if the following four criteria are all met: The individual is of legal contract age under state law. The individual has established a household separate from his/her parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of independent student. To be considered an independent student according to the Department of Education, a student must meet one or more of the following criteria: Be at least 24 years old by December 31 of the award year for which aid is sought; Be an orphan or a ward of the court through the age of 18; Be a veteran of the U.S. Armed Forces; Have one or more legal dependents other than a spouse (for example, dependent children or an elderly dependent parent); Be a graduate or professional student; Be married. The individual was not claimed as a dependent by his/her parents pursuant to IRS regulations, as demonstrated on the parents' most recent tax forms. The individual provides a certification of the amount of financial assistance that will be provided by his/her parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

### **Section 3.13 Screening for Drug Abuse and Other Criminal Activity**

The Authority will obtain criminal conviction records from law enforcement agencies to screen applicants for program admissions. The Authority will request applicant families to submit a consent form signed by each adult household member for the release of criminal conviction records. The Authority must impose permanent bans, on two classes of applicants: (1) applicants who have been convicted of manufacturing methamphetamine on federally assisted property; and (2) applicants who are required to register as sex offenders for life in any state. The Authority is required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender programs in the state where the housing is located as well as any other state where the household member resided. The Authority will use Dru Sjoдин National Sex Offender database and any other State Sex Offender database to screen applicants. The Authority will also ask whether the applicant or any member of the applicant's household is subject to a lifetime registration requirement in any state. If the Authority proposes to deny assistance based on a criminal records or on lifetime sex offender registration information, the Authority will notify the household of the proposed action.

and will provide the subject of the record, a copy of the record and an opportunity to dispute the accuracy and relevance of the information.

The Authority will also determine whether an applicant has ever been evicted from federally assisted housing for drug-related criminal activity. If such an eviction took place in the past three years, the applicant must be denied unless he can show either: (1) He/she has successfully completed drug rehabilitation, or (2) the circumstances that led to the prior eviction no longer exist (e.g., the death or incarceration of the person who committed the drug-related criminal activity). If, however, the eviction took place more than three years prior to the application, the Authority has the discretion to admit the applicant.

Applicants who currently use illegal drugs or abuse alcohol are also prohibited. The Authority must deny admission where they have reasonable cause to believe that a household member's (1) illegal use of a controlled substance, (2) abuse of alcohol, or (3) pattern of illegal use of controlled substance or alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

See The Authority's "One Strike and You're Out" Policy for a complete list of all prohibited activity resulting in a denial of assistance or termination of household and the Authority's Policy and Procedures governing denials/terminations on the basis of drug-related and other criminal activity.

### **Section 3.14 Proof of Residency**

The Authority requires the following documents to prove residency: At least two of the following documents:

- Utility bill (electric, water, refuse, telephone, cable, or gas)
- Checking or savings account statement from a bank or credit union
- High school or college report card or transcript containing an address
- Lease or rental agreement
- Property tax bill, statement or receipt
- Letter or official correspondence from IRS or state tax office, or any federal or local government agency
- Deed/Title
- Mortgage
- Insurance Policy
- Voters registration Card
- Pay Stub
- Pension or retirement statement
- Court Order
- New Jersey Driver's License or ID Card
- Military Service Records
- Federal/State Tax Return
- In circumstances where the above documentation does not exist, other documents may be deemed acceptable by a supervisor.

Mail addressed to P.O. boxes are not accepted as proof of address.

## **Article IV. Income Eligibility**

### **Section 4.01 Income Criteria**

HUD establishes income limits and publishes them annually. The limits are based upon estimates of median family income with adjustments for family size. The income limits are used to determine eligibility for the programs and for income targeting purposes.

- Income Definitions:
- Extremely Low Income Family: A family whose annual income does not exceed the higher of: (1) the poverty guidelines established by the Department of Health and Human Services applicable to the family of the size involved (except in the case of families living in Puerto Rico or any other territory or possession of the United States); or (2) 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.
- Very Low Income Family: A family with an anticipated annual income that does not exceed 50% of median income.  
Low Income Family: A family with an anticipated annual income does not exceed 80% of median income

### **Section 4.02 Income Limit**

Housing Choice Voucher Program- At least 75% of the families who are admitted to the Housing Choice Voucher Program during the Authority's fiscal year must be extremely low-income. Income limits are determined HUD.

Moderate Rehabilitation Program Not less than 40% of new families admitted into the Program must be extremely low income. In order to achieve the income targeting requirement of 40% of new admissions, families with incomes greater than 30% of the area median income will be temporarily skipped on the waiting list. Once at least 40% of the new admissions into each project have incomes at or below 30% of the area median income, the families that had been temporarily skipped may be admitted in accordance with the following limitations. Since all of the Authority's Moderate Rehabilitation projects were established after 1981, the anticipated annual income of not more than 15% of the new families admitted must not exceed 80% of the area median income (low income) other than very low income families. The number of families selected from the group that had been temporarily skipped will vary in order to be in compliance with the requirements that at least 40% of the new admissions must have incomes at or below 30% of the area median income, no more than 15% are at or below 80%, and the remaining new admissions have incomes at or below 50% of the area median income (very low income).

### **Section 4.03 Income Targeting**

The annual gross income of the applicant family is used for income-targeting purposes. The Authority will regularly monitor the income levels of its waiting list applicants and new admissions in order to be sure that it will meet its income-targeting requirement by the end of its fiscal year. Certain families, including those that are "continuously assisted" and families admitted that were displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low income housing as defined by HUD, are not



subject to income targeting requirements and shall not be included in the calculation of meeting the income targeting percentage. The Authority may skip non-extremely low-income families on the waiting list to ensure the income targeting requirements are met.

#### **Section 4.04 Calculating Income**

HUD regulations specify the sources of income to include and exclude to calculate a family's annual income. Annual income is determined by calculating a family's anticipated total gross income minus allowable exclusions

##### Definitions:

For the purpose of determining eligibility annual income means all amounts, monetary or not (1) Which go to or on behalf of the family head or spouse or any other family member; (2) That are anticipated to be received from a source outside the family during the 12 month period following admission or the annual reexamination effective date; and (3) Which are not specifically excluded by Federal Regulations. Annual income also includes amounts derived from assets to which any family member has access. In addition to this general definition, HUD regulations establish policies for treating specific types of income and assets. The Authority will comply with HUD regulations and policies in calculating income from various sources.

Alimony and Child Support Alimony and child support payments are counted as income. If the amount of child support or alimony received is less than the amount awarded by the court, the Authority must use the amount awarded by the court unless the family can verify that they are not receiving the full amount or have not received it for 60 consecutive days. The Authority will accept as verification that the family is receiving an amount less than the award if: The Authority receives verification from the agency responsible for the enforcement of collection; The family furnishes documentation of child support or alimony collection action filed through a child support Enforcement/collection agency, or has filed an enforcement or collection action through an attorney. Direct pay child support arrangements must be verified and accompanied with proof of current address of the payer. The Authority and may require a court enforced Order if the Authority is not able to verify the direct pay arrangement.

##### Verifying income

HUD's Enterprise Income Verification (EIV) system will be used to verify employment and income. The Authority will also use third party verifications to confirm income and employment. When third party verifications are not received in time to establish eligibility or complete a recertification, the Authority shall document the reason why the third party verification was not used and compute annual income on a provisional basis based upon review of documents. The annual income computation should then be compared to that with the third party verification upon receipt. Adjustments to the amount of rental subsidy will be made based upon the discretion of the Section 8 Supervisor or Intake Supervisor, as appropriate.

##### Zero Income

For those cases where the family reports Zero income, the Authority will require the family to periodically (usually every 3 months) report the current income and provide an explanation as to how the family is paying for this household needs by completing a Zero Income Checklist. The family must submit all proof of income and expenses as required by the Zero Income Checklist.

## **Section 4.05 Deductions**

### Dependent Deduction

A deduction of \$480 is taken for each dependent. Dependent is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents

### Elderly or Disabled Family Deduction

A single deduction of \$400 is taken for any elderly or disabled family. An elderly family is a family whose head, spouse, co-head, or sole member is 62 years of age or older, and a disabled family is a family whose head, spouse, co-head, or sole member is a person with disabilities

### Medical Expense Deduction

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income. The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted. HUD regulations define medical expenses at 24 CFR 5.603(b) to mean “medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.” The most current IRS Publication 502, Medical and Dental Expenses, will be used to determine the costs that qualify as medical expenses.

### Disability Assistance Deduction

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

### Child Care Expense Deduction

HUD defines child care expenses at 24 CFR 5.603(b) as “amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.” If the child care expense

being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the child care expense being allowed by the Authority. If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed. If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated. The type of care to be provided is determined by the assisted family. The Authority may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care

#### **Article V. Denial of Assistance**

If a family does not meet the eligibility criteria as discussed in this *Administrative Plan*, the family must be denied assistance. Additional grounds for mandatory denial are discussed below. Denial of assistance to an applicant may include, denying or withdrawing a Voucher, Refusing to enter into a HAP contract or to approve a Lease, Refusing to process or provide Portability. The Authority will not make any denial based on a families' membership in a protected class. In determining violations of the Policy, the Authority will utilize a Preponderance of the Evidence Standard. Preponderance of the Evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it, that is evidence which as a whole shows that the facts sought to be proves id more probable than not. The Authority is authorized to consider all relevant circumstance in deciding whether to deny assistance based on a family's past history, except in situations for which denial of assistance is mandatory. The Authority will consider the following facts and circumstances prior to making its decision: The seriousness of the case, the extent of participation or culpability of individual family members, mitigating circumstances related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

#### **Section 5.01 Mandatory Denial of Assistance**

The Authority must deny admissions to the Programs to:

- Any family member that has been evicted from federally assisted housing for drug-related criminal activity in the last 3 years. However the Authority may admit the family if it is determined that he/she has successfully completed an Authority approved, supervised drug rehabilitation program or the circumstances leading to the eviction no longer exist.
- The Authority determines that any household member is currently engaged in illegal use of a drug. The Authority defines currently engaged to mean the use of illegal drugs during the previous six months.

- The Authority determines that it has reasonable cause to believe that a household member's illegal drug use or a pattern of illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. In determining reasonable cause, the Authority will consider all credible evidence, including but not limited to, records of conviction, treatment providers, community based organizations and eviction records.
- If the Authority determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.
- Any member of the household is subject to a lifetime State Sex offender registration program requirement. Applicant families will have the opportunity to remove the individual from the household.
- If the SSN disclosure requirements are not met.
- If the family member fails to sign and submit required consent forms.
- If no family member establishes citizenship or eligible immigration status.
- If any family member fails to meet the eligibility requirement concerning individuals enrolled at an institution of higher education.

#### **Section 5.02 Authority to Deny Assistance**

##### **(a) Criminal Activity.**

The Authority will prohibit admission of a household to the program if it is determined that any household member is currently engaged in, or has engaged in during the last three years before the admission:

- Drug-related criminal activity;
- Violent criminal activity;
- Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or person residing in the immediate vicinity; or
- Other criminal activity which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent).

See the Authority's One Strike and You're Out Policy.

##### **(b) Other Non-Compliant Conduct.** The Authority will deny assistance to an applicant family if:

- The family does not provide information that the Authority or HUD determines necessary in the administration of the program
- The family does not provide complete and true information to the Authority.
- Any family member has been evicted from federally- assisted housing in the last 5 years,

- The Authority has previously terminated assistance under the program for any member of the family.
- If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- If the family owes rent or other amounts to the Authority or to another public housing authority in connection with Section 8 or Public Housing assistance under the 1937 Act.;
- If the family has not reimbursed the Authority or any other public housing authority for amounts paid to an owner under a housing assistance payments contract for rent, damages to the unit, or other amounts owed by the family under the lease unless the family repays the full amount of the debt prior to being selected from the waiting list;
- If the family has not reimbursed the Authority, or agreed to enter into a repayment agreement for amounts owed to the Authority for reasons as specified in the above paragraph unless the family repays the full amount of the debt prior to being selected from the waiting list;
- If the participant family breaches an agreement with the Authority to pay amounts owed to the Authority, or amounts paid to an owner by the Authority unless the family repays the full amount of the debt prior to being selected from the waiting list;
- If a family participating in the Family Self Sufficiency Program (FSS) fails to comply, without good cause, with the family's FSS Contract of Participation;
- If any member of applicant or participating family has engaged in or threatened abusive or violent behavior toward Authority personnel;
- Adverse information due to negative end of participation or any negative status (i.e. abandoned unit, fraud, serious lease violations, criminal activity, etc.) from previous participation in any housing assistance program.
- Violations of the “One Strike You’re Out” Policy.

## **Article VI. Removal from Waiting Lists**

### **Section 6.01 Reasons for Removal**

Applications found ineligible for assistance and/or withdrawn for any reason are removed from the active waiting list. These applicants will not be denied the opportunity to file a new application when the waiting list is open. A family cannot receive assistance in more than one assistance program at the same time. Further, Applicant families may be removed from the waiting list for the following reasons:

- Failure to timely respond to the Interview Letter;
- Failure to attend two scheduled interview appointments;
- Failure to respond to requests for information from the Authority;
- Applicant was clearly advised of a requirement to notify the Authority of continued interest, but has failed to do so;
- Failure to notify the Authority, in writing, of any address changes resulting in non-responsiveness of the applicant.;
- Failure to attend the Tenant Briefing Program;
- Failure to timely submit a Request for Approval of Tenancy to the Authority;
- Applicant is determined to be ineligible for assistance;



- Applicant knowingly supplies false information for personal gain in violation of application certification.
- Applicant requests removal.

If an applicant does not respond to the Authority's request for information or update because of a disability, the applicant will be reinstated to the waitlist in accordance with HAGC's Disability Policy.

### **Section 6.02 Procedures for Removal**

All applicants will be notified by written communication, the method of which is selected by the applicant in the application, of the Authority's intention to remove the applicant from the waiting list. The notice will contain a brief statement of the reasons for the decision. The communication further explains the applicant family's right to an informal review to dispute the removal, which must be requested by the family, in writing, within 30 calendar days of the date of the letter. For applicants on the Housing Choice Voucher waiting list, those who decline one form of assistance for another do not lose their place on the waiting list. Applicants who decline both forms of assistance may be removed from the waiting list. The Violence against Women Act of 2013 (VAWA) and HUD Regulations prohibit the Authority from denying an applicant admissions to the Programs "on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant otherwise qualified for assistance or admissions." See HAGC's *VAWA Policies*, attached.

## **Article VII. Issuance of Assistance**

### **Section 7.01 Family Interview**

When selected from the waiting list, the family is interviewed by the Authority. Families must schedule an interview appointment within 10 calendar days of the date of the Interview Letter and attend the interview appointment where all documentation is collected and signed by the appropriate family members. The family will be notified in The Interview Letter of the necessary documents to bring to the interview. Following the interview, the family will have up to 14 calendar days to provide any requested information to the Authority. At the interview, the family will be provided an explanation of the program including the family's responsibilities while receiving assistance. After the interview appointment, the family's income, assets, medical costs, child care costs, disability, handicap or student status, qualification for the local preference(s), Social Security Numbers, eligible immigration status and any other facts impacting program eligibility, and will be verified in accordance with HUD's hierarchy of verification. The applicant will be informed of a final eligibility determination when all information is verified. The Authority must obtain verification of eligibility no more than 60 days before initial issuance of a voucher. Failure to attend the interview, or timely provide all requested information, will result in removal from the waiting list. Being invited to attend an interview does not constitute admission to the program.

### **Section 7.02 Tenant Briefing Program**

If after appropriate verification, the family's anticipated annual income (calculated in accordance with Federal Laws and Regulations) is less than the appropriate Income Limit, as determined by the HUD, and the family satisfies all eligibility requirements, the family will be invited to

attend a “Tenant Briefing Program” (TBP) Class. At the TBP the family will be provided an oral briefing to ensure the family understands the way the program operates and the family’s obligations under the program. The family will also be supplied a briefing packet containing the items and information specified in *24 C.F.R. § 982.301(b)*. Upon attending the TBP Class the family will be issued the Voucher for participation in the program. The voucher will include the unit size for which the family qualifies based on the Authority’s Subsidy Standards as well as the issue and expiration date of the voucher. The voucher is the document which authorizes the family to begin its search for a unit. Applicants who fail to attend a scheduled briefing will automatically be scheduled for another briefing. The Authority will notify the family of the date and time of the second scheduled briefing. Applicants who fail to attend two scheduled briefings, without the Authority’s approval, will be denied assistance.

### **Section 7.03 Subsidy Standards**

The subsidy standard is the criteria established by the Authority for determining the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Requirements: The subsidy standard must provide for the smallest number of bedrooms needed to house the family without overcrowding, must comply with HQS space requirements, and must be applied consistently for all families of the same size and composition. There must be at least one bedroom or living/sleeping room of appropriate size for each two persons. Persons of opposite sex, other than husband and wife or children age six or younger will not be required to occupy the same bedroom or living/sleeping room.

- (a) Exceptions: The Authority will consider requests for an exception to the subsidy standards on a case-by-case basis. The family must request an exception to the subsidy standards in writing. The request should explain the reason for the request and how a larger/smaller unit would improve the current circumstances of the household. The Authority may grant an exception from the established subsidy standards if it is determined that an exception is justified because of the age, sex, health, handicap, or relationship of household members or other personal circumstances. However, for a single person, other than a disabled or elderly person or remaining family member, the exception may not override the limitation that family unit size for any family consisting of a single person must be either a zero or one-bedroom unit.
- (b) Live in Aides: A live-in aide is defined as a person approved by the Authority who resides in the unit to care for a “family member” who is disabled or at least 50 years of age and who: (1) Is determined to be essential to the care and well-being of the person(s); (2) Is not obligated for support of the person(s); and (3) Who would not be living in the unit except to provide necessary support services. All requests for Live-in aides shall be treated in accordance with the Authority’s Live-in Aide Policy, attached.

### **Section 7.04 Housing Choice Voucher**

#### **(a) Submission of Requests for Tenancy Approvals**

The voucher is issued after the family has been certified eligible and briefed on program requirements or when the participant family wishes to move to another unit with continued tenant based assistance. The term of the Housing Choice Voucher will be suspended upon submission of a Request for Tenancy Approval (RFTA). 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 RFTA form must be signed and dated by both the owner of the proposed unit

and the head of the household and have a copy of the owner's proposed lease agreement attached. 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. Suspension of terms will be documented by the Staff in the applicant's electronic file. If the Authority determines that the request cannot be approved for any reason, the Authority will instruct the owner and family what is necessary to approve the request or advise why the request cannot be approved. A family will initially be issued one RFTA form, but may request additional RFTA to allow concurrent submissions, if determined appropriate by the Supervisor. Families are responsible for communicating with the landlord to ensure that the RFTA has been properly and timely submitted to the Authority for approval.

**(b) Requests for Extension**

The initial term of the Housing Choice Vouchers is sixty (60) days. If a household fails to submit a RFTA within the sixty (60) day term, the household may request an extension. The Housing Choice Vouchers will be extended for an additional term of up to sixty (60) days upon written request by the Housing Choice Voucher holder. Such request must be received by the Authority prior to the initial expiration date. The length of the extended term will be at the discretion of the Intake Supervisor, or her designee. In determining the length of the extension, the Intake Supervisor shall consider the totality of the circumstances including the cause of the delay and reasonable efforts to secure housing during the delay. It is recognized by the Authority that many factors influence how quickly a Housing Choice Voucher holder can lease an acceptable unit. Illness, the weather (winter snow or summer heat), lack of public or private transportation, employment commitments, demands of children, disability, and other factors may delay the search for housing. The Authority may require applicants to submit periodic progress reports regarding their status on leasing a unit. Once the family's Voucher expires (including any extensions), the family is no longer eligible to search for housing assistance under the program and will be removed from the wait list.

**Section 7.05 Limitations on non-residents**

Applicants considered Non-residents at the time of registration must lease a unit within the Authority's operating jurisdiction during the initial year.

**Section 7.06 Verification of Information**

The Authority will verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain written authorizations from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The Authority will follow the verification process provided by HUD in Notice PIH 2010-19 and any subsequent guidance issued by HUD.

The table below lists factors to be verified along with the acceptable forms of documentation within each category

<b>Verification Factor</b>	<b>Form of Documentation</b>
Name	A form of government issued identification such as a birth certificate, driver's licenses, or identification card.
Age	Government issued documentation such as a birth certificate driver's licenses, or identification card that includes a birth date.
Married	Certificate of marriage or license
Divorced	Copy of certified divorce decree
Separated	Copy of certified, court-order maintenance award (if legal) or a notarized statement declaring separation
Full-Time Dependent Student	Current school records documenting a student's status as full-time at a degree or certificate granting institution. This requirement applies only to household members 18 years and older.
Employment Income	The Authority will check the Enterprise Income Verification database (EIV) to verify sources of income and benefits. Most recent paycheck stubs (consecutive: six for weekly pay, three for biweekly or semi-monthly pay, two for monthly pay); employer-generated salary report or letter stating current annual income, W-2 forms if the applicant has had the same employer for at least two years and increases can be accurately projected; earnings statements; and most recent federal income tax statements are required. Verification must specify: Beginning date of employment; amount of pay; frequency of pay; effective date of last pay increase; and probability and effective date of any increase during the next 12 months.
Self-employment, Gratuities, Seasonal or Sporadic	Form 1099, 1040/1040A or Schedule C of 1040 showing amount earned and employment period; U.S. Internal Revenue Service (IRS) transcripts will be required. Additionally, signed self-certifications, IRS letter of non-filing or full income tax returns may be required.
Business Income	IRS Form 1040 with schedules C, E or F; financial statements; any loan application or credit report listing income derived from business during the preceding 12 months.
Rental Income	Copies of recent bills, checks or leases to verify income; tax assessment information; insurance premiums; receipts for maintenance and utility

	expenses; bank statements.
Dividend and Interest Income	Copies of current bank statements, bank passbooks, certificates of deposit showing current rate of interest; copies of IRS form 1099 from the financial institution and verification of projected income for the next 12 months; broker's quarterly statements showing value of stocks, bonds and earnings credited to the applicant; tax forms to indicate earned income tax credits.
Interest from Sale of Real Property	Amortization schedule with amount of interest earned in next 12 months
Social Security and Supplemental Security Income (SSI)	Annual award letter signed by authorizing agency.
Public Assistance Benefits	Original benefit letter signed by authorizing agency; copies of checks or records from agency stating payments, dates, pay period and benefit schedule;
Recurring Contributions or Gifts	Copies of checks received by the applicant or a self-certification that contains the following information: the person who provides the gifts; the value of the gifts; the regularity (dates) of the gifts; and the purpose of the gifts
Family Assets	Passbooks, checking or savings account statements, certificates of deposit, stock or bond documents or other financial statements; documents related to retirement funds; opinions from attorneys, stockbrokers, bankers and real estate agents verifying penalties and reasonable costs incurred to convert assets to cash.
Real Property	Copies of real estate tax statements; copies of real estate closing documents, which indicate distribution of sales proceeds and settlement costs; mortgage statements, a copy of a deed, utility bills for rental property and any other documents to establish the current value of any property
Trust	In the event that a participant is owner of a trust but does not receive income from that trust, proper documentation such as a "trust instrument" that explains that the participant does not, or cannot, receive income from the trust, must be submitted.
Disability	Benefit letter from authorizing agency indicating pay rate and period over

Income/Workers Compensation	which payments will be made; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term
Pension	Benefit letter from authorizing agency; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term.
Alimony and/or Child Support	Copies of recent checks, recording the date, amount and check number of alimony or child support payment; a court ordered support schedule; recent letters from the court.
Education Scholarships	Award letters showing the scholarship's purpose, amount and dates of the awards.
Medical Expense	Acceptable forms of documentation of medical expenses include but are not limited to: copies of cancelled checks that verify payments on outstanding medical bills that will continue for the next 12 months; income tax forms which itemize medical expenses that are expected to continue over the next 12 months; copies of cancelled checks that verify payments to a live-in aide; receipts or ticket stubs which verify transportation expenses directly related to medical care; written verification by a doctor, hospital or clinic personnel of the anticipated medical costs to be incurred by the family and regular payments due on medical bills; written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
Childcare Expenses	Verification of childcare expenses must include the childcare provider's name, address and telephone number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. The Authority will require as documentation copies of receipts or cancelled checks indicating childcare payments. If the childcare provider is an individual, that person must provide a notarized statement of the amount they are charging the family for their services
Assistance to Persons with Disabilities	Written certification from a reliable professional that the disabled person requires the services of an attendant and/or the use of any auxiliary apparatus permitting him/her to be employed or function with sufficient independence thus enabling another family member to be employed; family's certification as to how much if any amount of reimbursement for any of the expenses of disability assistance they receive; and the following documentation: Attendant Care: • Attendant's written certification of amount received from the family, frequency of receipt,



	<p>and hours of care provided; and • Certification of family and attendant and/or copies of cancelled checks family used to make payments.</p> <p>Auxiliary Apparatus: • Receipts for purchase or proof of monthly payments and maintenance expenses for auxiliary apparatus; and • In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.</p>
Residency	<p>At least two of the following documents:</p> <p>Utility bill (electric, water, refuse, telephone, cable, or gas)</p> <ul style="list-style-type: none"> <li>• Checking or savings account statement from a bank or credit union</li> <li>• High school or college report card or transcript containing your address</li> <li>• Lease or rental agreement</li> <li>• Property tax bill, statement or receipt</li> <li>• Letter or official correspondence from IRS or state tax office, or any federal or local government agency</li> <li>• Deed/Title</li> <li>• Mortgage</li> <li>• Insurance Policy</li> <li>• Voters registration Card</li> <li>• Pay Stub</li> <li>• Pension or retirement statement</li> <li>• Court Order</li> <li>• New Jersey Drivers License or ID Card</li> <li>• Military Service Records</li> <li>• Federal/State Tax Return</li> </ul>
Social Security Numbers	<p>The Authority must accept the following documentation as acceptable evidence of the social security number:</p> <ul style="list-style-type: none"> <li>• An original SSN card issued by the Social Security Administration (SSA)</li> <li>• An original SSA-issued document, which contains the name and SSN of the individual</li> <li>• An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.</li> </ul> <p>The Authority may only reject documentation of an SSN provided by an</p>

	applicant or resident if the document is not an original document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged
Displacement Status	This verification may be obtained from source of displacement project reported

## **Article VIII. Occupancy Policies**

### **Section 8.01 Family Obligations**

Obligations of the family are described in the HCV regulations and on the voucher itself. These obligations include responsibilities the family is required to fulfill, as well as prohibited actions. A family's action or inactions in performing the following obligations affect both program eligibility and continued participation in the program. All changes in income or family composition must be reported to the Authority in writing within 14 calendar days after they occur.

- The family must supply any information that the Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation;
- The family must supply any information requested by the Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements;
- The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information in accordance with HUD requirements
- The family must be responsible for specific HQS breaches that are caused by the family's failure to pay any utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.
- The family must allow the Authority to inspect the unit at reasonable times after reasonable notice. Notice will be supplied in writing to the assisted unit. The Authority expects families to make themselves available for the inspection or make other arrangements as appropriate to allow for the scheduled inspection. Two or more missed or rescheduled inspection appointments may be grounds for termination.
- The family must not commit any serious or repeated violations of the lease. Serious and repeated lease violations include, but may not be limited to, nonpayment of rent, disturbances of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises and criminal activity. The Authority will determine if a serious or repeated lease violation has occurred based on available evidence including court-ordered eviction or owner's notice to evict, police reports and affidavits from owners, neighbors or other credible parties with direct knowledge ;
- The family must notify the Authority and the owner before the family moves out of the unit or terminated the lease on notice to the owner. The family must comply with Lease requirements and provide written notice;

- The family must promptly give the Authority a copy of any owner eviction notice;
- The family must use the assisted unit for residence by the family. The unit must be the family's only residence;
- The family must have the composition of the assisted family residing in the unit approved by the Authority. The family must promptly inform the Authority of the birth, adoption or court-awarded custody of a child. The family must request Authority approval to add any other family member as an occupant of the unit. The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. The authority will determine eligibility of the new member in accordance with its standard policies.
- The family must promptly notify the Authority if any family member no longer resides in the unit. The Authority will require proof of an alternative address for the removed individual
- Members of the household may engage in legal profitmaking activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family;
- The family must not sublease or let the unit. The Authority considers subleasing to include receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member;
- The family must not assign the lease or transfer the unit;
- The family must supply any information or certification requested by the Authority to verify that the family is living in the unit or that the family is absent from the unit;
- The family must not own or have any interest in the unit;
- The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs;
- The members of the household, or their guests, may not 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;
- The members of the household must not 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;
- An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

### **Section 8.02 Payment Standards and Small Area Fair Market Rents**

In accordance with the Small Area Fair Market Rent (SAFMR) Final Rule (FR-5855-F-03), the Authority is obligated to implement SAFMRs effective April 1, 2018. As such, in lieu of determining Housing Choice Voucher (HCV) payment standards using a metropolitan area-wide FMR, payment standards will use Fair Market Rent calculated for zip codes within the metropolitan area as determined and published by HUD. The revised payment standards, as determined by the Authority, must be within 90 percent to 110 percent of the HUD published SAFMR for the zip code area. With respect to all families under HAP contract on April 1, 2018,

the Authority shall implement the decreased payment standard schedule after the family's second regular re-examination following the effective date of the decrease in the payment standard. For all new HAP contracts, including relocations with continued housing assistance and new lease ups, the payment standard schedule shall be effective April 1, 2018.

The Authority may establish an exception payment standard of not more than 120 percent of the published SAFMR if required as a reasonable accommodation in accordance with the Disability Policy contained within this *Administrative Plan*.

### **Section 8.03 Rent**

#### **Rent to Owner**

Rent to owner is the total monthly rent payable to the owner under the lease for the unit. Rent to owner includes payment for any housing services, maintenance and utilities the owner is required to pay and provide for.

(b) The total tenant payment is the greater of: (1) 30% of the family's monthly adjusted income; or (2) 10% of the family's monthly income. At the time the Authority 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 should not exceed 40 percent of the family's adjusted monthly income.

#### **(c) Minimum Rents**

- For the Moderate Rehabilitation Programs, the minimum total tenant payment is equal to \$0.
- For the Housing Choice Voucher Program, the minimum family contribution is equal to \$0.

#### **(d) Utility Allowances**

The Authority shall maintain utility allowance schedules by unit type and bedroom size in accordance with Federal Laws and Regulations. If applicable, The Authority will issue a utility reimbursement check from the Authority towards the allowance for tenant supplied utilities to the tenant for the purpose of assisting with utility payments. However, The Authority may issue utility payments directly to the utility suppliers.

### **Section 8.04 Reasonableness of Rent**

#### **(a) Objectives**

The Authority must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment. The purpose of the rent reasonableness limitation is to ensure that a federally subsidized rent does not exceed the fair rental value of a comparable unit on the private unassisted market. Reasonable rent is defined as "a rent to owner that is not more than rent charged 1) for comparable units in the private unassisted market and 2) For comparable unassisted units in the premises. By accepting each monthly payment from the Authority, the owner certifies that the rent to owner is not more than the rent charged by the owner for comparable unassisted units.

#### **(b) Determination of Reasonableness**

To determine reasonableness of rent, the Authority obtains data of comparable unassisted units within the Authority's operating jurisdiction. The market data is obtained from various sources considering contract rent, tenant supplied utilities, age of unit, amenities, location, housing services, maintenance or utilities provided by the owner. Prior to approving the

initial contract, and at the time of any increases in contract rent, the Authority will compare the gross rents of the comparable units to that of the target unit. If the gross rent of the target unit exceeds that of the comparable units, the Intake Supervisor or the Section 8 Supervisor, as appropriate, will review the file and determine whether or not to approve the rent.

(c) Changes in Rent

After the initial term of the lease, the owner may increase the rent. The owner must notify the Authority in writing of the increase at least 60 days before the lease is to be effective. Changes in the rent are subject to rent reasonableness requirements.

### **Section 8.05 Family Absence from Dwelling**

For purposes of this section, “absence” means that no member of the family is residing in the unit.

(a) Limitations on Absence

The family may be absent from the unit for brief periods. A family must notify the Authority in writing of any absences longer than 30 calendar days. Such notification should include the purpose of the absence. In no case can any absence exceed 90 consecutive calendar days. Housing assistance payments terminate if the family is absent for longer than the maximum period permitted. The term of the HAP contract and assisted lease will also terminate.

(b) Temporary Absences

Generally an individual who is or is expected to be absent from the unit for 90 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the unit for more than 90 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below. If the period of absence is expected to occur during the projected time frame for either annual re-examination or Housing Quality Standard (HQS) inspection, the family must make alternative arrangements to meet their family obligations that are acceptable to the Authority. If the assisted lease contains provisions regarding tenant absence from unit, the family must document that it has complied with these lease provisions. All Housing Assistance over-payments may be recouped from both the owner and the family for any unauthorized absences.

Absent Students: When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the Authority indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care: Children temporarily absent from the home as a result of placement in foster care are considered members of the family. If a child has been placed in foster care, the Authority will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member. This also applies to minor children who are in detention facilities, such as juvenile hall.

Absent Head, Spouse, or Co-head: An employed head, spouse, or co-head absent from the unit more than 90 consecutive days due to employment will continue to be considered a family member.

Family Members Permanently Confined for Medical Reasons: If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted. HAGC will seek verification of permanent confinement

Verification of Absences

The Authority may verify family occupancy or absences, through letters to the family's subsidized unit, phone calls, home visits, or through questions to landlords or neighbors, as determined necessary.

(c) Resumption of assistance after an absence

The Authority must terminate the HAP contract for an assisted unit if the family is absent from the assisted unit for more than 90 consecutive calendar days. If this occurs, the family must submit a written request to continue in the Housing Choice Voucher Program within 14 days of the termination of the HAP contract. This request must be made in writing, and the family must subsequently provide all required information and documents by the specified deadline in order for the Authority to recertify continuing eligibility and issue a new voucher. If a request is not received, or if the family does not provide required documents by the established deadlines, the family will be notified that the family has been deemed to have voluntarily given up their HCV Section 8 assistance. If the family's HAP contract was terminated after the 90 day limit for a previously approved absence and the family cannot submit or complete a request for recertification within 14 days due to special circumstances beyond the family's control, which include, but are not limited to, hospitalization, convalescent care, or disability, the Executive Director may permit an additional period of time for the family to request readmission or resumption of assistance. Resumption of assistance will generally only be granted when a medical necessity, domestic violence or other compelling circumstance was the cause for the absence. In such cases, the Authority will consider whether the family acted in a manner to attempt to fulfill their obligations under the program.

## **Section 8.06 Families Who Wish to Move With Continued Assistance**

(a) Limitations on Moving

The Authority will not permit any family to move during the initial year of the assisted occupancy. After the initial year of assisted occupancy, a family, who is not in violation of any family obligations, may move, provided that they supply 60 calendar days written notice, prior to the first of the month, to both the landlord and to the Authority. The family must also be in compliance with all family obligations as set forth in *24 CFR 982.551* to be granted Authority permission to move. In any one year, a participant family may not move more than one time. The Authority may deny permission to move if there is not sufficient funding for continued assistance or the family is not in compliance with the program requirements and the Authority has grounds for denying or terminating the family's assistance. Such requests shall be documented with proper documentation demonstrating the Authority's inability to support the request. In the event the family's request is denied due to insufficient funding, the Authority will provide a letter to the tenant at the time the move is denied. The Authority shall consider a Family's request to move for thirty (30) days from the date the request was filed if there is insufficient funding to immediately grant the request. If funds become available within thirty (30) days which would allow the Family to



move, the Authority shall notify the Family by a letter that funds are available, and that the request is granted.

(b) Requests to Move Prior to End of Lease

Should a participant notify the Authority that they wish to vacate a unit before the end of an assisted lease, the participant may only move with continued assistance if they provide the Authority with sufficient documentation demonstrating a Mutual Termination of Lease tenancy with the landlord. The family must also be in compliance with all family obligations as set forth in *24 CFR 982.551* to be granted Authority permission to move. In the cases where the landlord will not release the tenant, the tenant may only move with continued assistance upon the written approval from the Executive Director, or his designee. A participant's failure to provide proper notice to their landlord or the Authority before vacating an assisted unit will result in the delay, denial, or termination of housing assistance to the household.

(c) VAWA Protections

Restrictions on moves with continued assistance do not apply if the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member.

### **Section 8.07 Portability**

Portability is the process of renting a dwelling unit; or purchasing a dwelling within Section 8 Tenant-based voucher assistance outside the jurisdiction of the Authority. Within the limitations of the regulations and this *Administrative Plan*, (see Section on Limitations of non-residents) a participant family or an applicant family that has been issued a voucher has the right to use tenant-based voucher assistance to lease a unit anywhere in the United States providing that the unit is located within the jurisdiction of a PHA administering a tenant-based voucher program. Portability assistance will not be provided for a participant family if the family has moved out of the assisted unit in violation of the lease. See exceptions for VAWA with the Authority's *VAWA Policy*.

### **Section 8.08 Continued Assistance When the Assisted Family Breaks up**

Generally, when the assisted family breaks up the assistance will remain with the household members who remain in the contract unit. If the voucher holder passes away leaving only minor children in the assisted unit, the Authority may consider a request to transfer the voucher into the name of the individual named as guardian of the minor children. The decision of which family members continue to receive assistance will be made on a case-by-case basis considering the following factors: If any family members are caring and providing for minor children; If any family members are/were caring for an ill, elderly, or disabled adult; If any family members were forced to leave the unit as result of actual or threatened physical violence. If a court determines disposition of property between family members, the Authority must abide by the court's decision. If the family breaks up results from an occurrence of domestic violence, dating violence, sexual assault or stalking, the Authority must ensure that the victim retains the assistance. Household members such as live-in aides, foster children and foster adults do not qualify as remaining members of a family.

### **Section 8.09 Guests in the Assisted Household**

A guest is a person temporarily staying in the assisted household with the consent of a member of the household who has express or implied authority to so consent. A guest staying in the assisted household greater than 14 days in a 12-month period without prior Authority approval will be considered to be living in the unit as an unauthorized household member and the household's assistance may be terminated.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations on guests as described above. The family must provide the Authority with a copy of the current Court Order or legal documentation memorializing the joint custody and/or visitation privileges.

A family may request an exception to this policy for valid reasons, for example, care of a relative recovering from a medical procedure. An exception will not be granted unless the family can identify and provide documentation of the residence to which the guest will return.

In determining whether there is a violation of the guest policy, the Authority will consider, the absence of another permanent address, statements by landlords or neighbors, results of inspections, police reports, use of the tenants address for any non-temporary purposes, and any other factors relevant under the circumstances.

#### **Section 8.10 Repayment Agreements**

Families are required to reimburse the Authority if they were charged less rent than required by HUD's rent formula due to the tenant's underreporting or failure to report income. The family is required to reimburse the Authority for the difference between the tenant rent that should have been paid and the tenant rent that was charged. The Authority must determine retroactive rent amount as far back as the Authority has documentation of family reported income. If the family refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the Authority may terminate the family's assistance. All repayment agreements must be in writing, dated, signed by both the family and the Authority, include the total retroactive rent amount owed, amount of lump sum payment made at the time of execution, if applicable, and the monthly repayment amount. The monthly amount due shall be determined on a case by case basis, taking into consideration the family's income, rent, and other individual circumstances. All repayment agreements must be approved by the Section 8 Supervisor. If the participant family receives a utility reimbursement check from the Authority towards the allowance for tenant supplied utilities, the Authority may, at its discretion, issue the check to itself on behalf of the tenant. This amount shall be credited towards the monthly amount the participant family owes the Authority under the repayment agreement. The maximum number of repayment agreements that a participant may be permitted to enter into is two throughout the duration of participation. Outstanding debts due to the Authority will be pursued.

### **Article IX. Reexaminations**

#### **Section 9.01 Annual Reexaminations**

The Authority will reexamine the income and composition of families annually. The annual reexamination determines the continued eligibility of the family, and establishes the payment to

be made on behalf of the family. All reexaminations will be performed in accordance with Federal Law and Regulations. It is the family's obligation to provide the Authority with all requested information required to complete the reexamination in a timely manner. The family's failure to do so may result in a delay of the reexamination and a waiver of the family's right to receive 30 days notice of an increase in the family's rental portion. Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by the Authority by the date specified, and this delay prevents the Authority from completing the reexamination as scheduled.

### **Section 9.02 Interim Reexaminations**

As indicated in Family Obligations, a family is required to report all changes in income and family composition to the Authority. All changes must be reported in writing within 14 calendar days. An interim reexamination will be performed for participant families when there is a change in family composition or the family's anticipated annual income is believed to have decreased or increased. The examination will occur within a reasonable time. The family has an obligation to supply all the documents requested to complete the interim. Failure to supply the requested documents will result in adverse action against the family as deemed appropriate or inability of the Authority to complete the interim. If the tenant rent or family rent decreases, the effective date the HAP will be adjusted will be the 1<sup>st</sup> of the month succeeding the completed interim reexamination. If tenant rent or family rent to owner increases, the effective date will be the 1<sup>st</sup> of the month after the family has received 30 calendar days notice of such increase. The Authority may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint. At the Executive Director's discretion, the Authority reserves the right to not perform an interim recertification from the point of voucher issuance until after 6 months of an assisted family's contract. An interim reexamination will not occur when the family reports a loss of welfare benefits due to fraud or a failure to participate in self-sufficiency or work activity. In the event a family experiences a temporary decrease in income, the Authority will perform an interim reexamination based on the current circumstance, which may temporarily reduce the tenant's share. When the income of the family stabilizes, another interim reexamination will be performed to adjust the tenant's share accordingly. See the Authority's Policy for Zero Income Families.

### **Section 9.03 Obligation to Provide Information**

Families are required to timely supply all requested information, as described in the reexamination notice, to the Authority. If the assisted family head of household does not respond to the reexamination notification, the Authority will send a second notice requiring the missing documents or information to be supplied within seven business days. If the assisted family does not respond to the second notice, the Authority will send a termination notice to both the family and the owner.

### **Section 9.04 Notification of Reexamination**

The Authority will notify the family and the owner of the results of the annual reexamination in writing. The notice will include the amount and effective date of the new HAP, the amount and the effective date the new family share of the rent, and the amount and the effective date of the new rent to owner.

### **Section 9.05 Discrepancies**

If during a reexamination, the Authority discover information previously reported by the family was in error, that the family intentionally misrepresented information, or that an error was made by the Authority, corrections will be made and the family may be subject to a repayment agreement and/or termination.

### **Section 9.06 Verification of Assets**

For a family with a net assets equal to or less than \$5,000 the Authority will accept, for the purposes of recertification of income, a family declaration that it has net assets equal to or less than \$5,000, without taking additional steps to verify the accuracy of the declaration. The family declaration shall be maintained in the tenant file.

## **Article X.     Housing Quality Standards/ Inspections**

### **Section 10.01 Owner and Family Responsibilities**

#### **Family Responsibilities**

The family is responsible for correcting the following HQS deficiencies:

- Tenant-paid utilities not in service
- Failure to provide or maintain family-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

#### **Owner Responsibilities**

The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.

### **Section 10.02 Regular Inspections**

The Authority shall require that all assisted units be maintained in accordance with Housing Quality Standards (HQS) as provided in *24 CFR 982.401*, 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 reserves the right to perform annual inspections for particular units or families, and shall document the file with the reason supporting the annual inspection. Both the family and the owner will be provided reasonable notice of all inspections. Except in the case of life-threatening emergencies, reasonable notice is considered to not be less than 48 hours. When a family occupies the unit at the time of inspection, an adult family member must be present for the inspection. Two or more missed or rescheduled inspection appointments may be grounds for termination. The Authority will notify the owner and the family of the HQS determination. Failed items must be verified as corrected within the

appropriate time frame and before the beginning of the initial lease term and prior to the HAP contract execution.

### **Section 10.03 Special Inspections**

Special inspections also may be performed at the request of the owner, family, or as determined necessary by the Authority. During a special inspection, the inspector will generally only inspect those deficiencies which are reported. However, the inspector will record any additional HQS deficiencies or violations of family obligations. In the event that an active vermin or rodent infestation is reported to the Authority, the Authority will accept documentation from a verifiable third party that the infestation exists.

### **Section 10.04 Quality Control Inspections**

HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to ensure that HQS are being enforced correctly and uniformly by all inspectors.

### **Section 10.05 Repairs**

Owners shall be given a reasonable amount of time, 30 days, to make repairs to units, in accordance with Federal Rules and Regulations. For conditions that are not life-threatening, the Authority may grant extensions of time to make repairs upon the request of the owner, if the Authority determines the extension is appropriate. All life-threatening HQS deficiencies must be corrected within 24 hours from the inspections. 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. However, the owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. The Authority may terminate assistance to a family because of HQS breach caused by the family. The Authority will verify that necessary repairs have been completed by the end of the corrective period, or any Authority approved extension. The Authority will determine the verification process based on the severity of the corrections and/or its experience with the owner and knowledge of the property. The Authority may require a re-inspection to verify that repairs were completed. If required, the family and owner will be given reasonable notice of the reinspection appointment. If the deficiencies have not been corrected by the time of the reinspection, the Authority will send a notice of abatement to the owner, or in the case of family caused violations, a notice of termination to the family, in accordance with Authority policies. If the Authority is unable to gain entry to the unit in order to conduct the scheduled reinspection, the Authority will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance.

### **Section 10.06 Life Threatening Conditions**

The following conditions are considered life threatening conditions:

Gas leak; Exposed/arcing electrical; Structural damage: collapsed walls, floors, ceiling; Exposed broken glass; Missing or inoperable smoke detector; Lack of a functioning flush toilet in a one bathroom unit; Lack of security of the unit; Plumbing leaks or flooding; Lack of permanent functioning heating equipment if inspection occurs during the months of November—March; Vermin infestation; No water, gas or electric service.

When life threatening conditions are identified, the Authority will immediately notify both the owner and family and specify who is responsible for correcting the violation.

#### **Section 10.07 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, 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. During any abatement period the family continues to be responsible for its share of rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as a cause for eviction.

#### **Section 10.08 Inspection of PHA-owned Unit**

The Authority must obtain the services of an independent entity to perform all HQS inspections in cases where an HCV family is receiving assistance in an Authority-owned unit. An Authority - owned unit is defined as a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA). The independent agency must communicate the results of each inspection to the family and the Authority.

#### **Section 10.09 Enforcing Family Compliance with HQS**

Families are responsible for correcting any HQS violations listed in the above section-Family Responsibilities. If the family fails to correct a violation within the period allowed by the Authority (and any extensions), the Authority will terminate the family's assistance, according to the policies described in this Policy. If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

### **Article XI. Owner Participation**

#### **Section 11.01 Proof of Ownership**

For purposes of this section, "owner" includes a principal or other interested party. 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 or other appropriate legal documentation. 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. 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*

#### **Section 11.02 Owner's Responsibility to Screen**

The owner is responsible for screening and selection of the family to occupy the owner's unit. 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.

### **Section 11.03 Providing Information to Owners**

The Authority must provide interested owners with the family's last known address, current landlord, and prior landlord, if known. The Authority's policy on providing information to owners will be communicated to the families, in writing, at the time of admission or upon a family requesting to move to another unit.

### **Section 11.04 Disapproval of Owners**

The Authority will deny lease approval if it required to do so in accordance with 24 C.F.R. § 982.306 and 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;

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.

### **Section 11.05 Housing Assistance Payment Contacts**

The HAP contract represents a written agreement between the Authority and the owner of the dwelling unit occupied by a HCV 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.

### **Section 11.06 Changes in Ownership**

The HAP contract cannot be assigned to a new owner without the prior written consent of the Authority. An owner under a HAP 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.

### **Section 11.07 Outreach to Owners Outside Areas of Low-Income or Minority Concentration**

The Intake and Section 8 Departments continuously market program utilization among property owners outside areas of low income and minority concentration, as determined by census data. A history of the Authority has proven that personal contact by staff results in the most meaningful marketing efforts. Further, staff involvement in community and county based organization helps strengthen and develop new connections with perspective owners. A comprehensive Owners Guide is available on the Authority's website which provides owners with information about the operation of the program, required forms and resources for ease of participation. Staff is readily available to owners, communicating by phone, email and in person to answer questions and encourage participation.

Owners are further encouraged to participate with Social Serve website. The Authority staff utilizes Social Serve, Apartment Guide publications, local newspapers, and other internet sites for available units. At the time of the voucher issuance, The Authority provides guidance to voucher holders on the availability of various units or complexes with vacancies in areas that meet the voucher holder's needs for school, employment, child care availability, shopping and public transportation.

## **Article XII. Termination of Assistance**

HUD Regulations specify mandatory and discretionary grounds for which the Authority can terminate a family's assistance.

### **Section 12.01 Mandatory Denial or Termination of Assistance**

Applicant families must be denied assistance or participant families must have their assistance terminated for any one of the following reasons:

- Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. A family will be considered evicted if the family moves after a legal eviction order has been issued, whether or not physical enforcement was required. If a family moves after the owner has given the family an eviction notice for serious or repeated lease violation but before a legal eviction order has been issued, termination of assistance is not mandatory. In such cases the Authority will review all available evidence to determine if the family has in fact committed a serious or repeated violation of the lease and may terminate assistance if appropriate.
- The Authority determines that any household member is currently engaged in the use of illegal drugs;
- The Authority has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing;
- The Authority discovers that a member of an assisted household was subject to a lifetime sex offender registration requirement at admissions and was erroneously admitted after June 25, 2001.
- If SSN disclosure requirements are not met;
- If any family member fails to sign and submit required consent forms regular for interim reexamination;
- If the Authority determines that a family member has knowingly permitted an individual ineligible for assistance to reside in the assisted unit;
- If a family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR 5.612;
- If a family was evicted from housing assisted under the program for serious violations of the lease;
- The family no longer requires assistance such that the HAP payment is zero, the family's assistance will be terminated automatically 180 days after the last HAP payment.
- The family request that the Authority terminate assistance payments on behalf of the family. The request to terminate must be made in writing and signed by the head of household, co-head and spouse, if applicable.
- Death of a sole family member.

### **Section 12.02 Discretionary Denial and Mandatory Policies**

The Authority will terminate a family's assistance for the following reasons:

- Any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Any household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Any household member has violated the family's obligation not to engage in any drug-related criminal activity.
- Any household member has violated the family's obligation not to engage in violent criminal activity.
- The family has failed to comply with any family obligations under the program.
- The family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- The family currently owes rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- The family has not reimbursed any PHA for amounts the PHA has paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- The family has breached the terms of a repayment agreement entered into with the Authority.
- The family member has engaged in threatening, violent or abusive behavior toward the Authority personnel. Abusive or violent behavior includes verbal as well as physical abuse or violence. Threats include any oral or written threats or physical gestures that communicate the intent to abuse or commit violence.
- Absence from the unit as described under the Authority's Occupancy Policies.
- If the Authority determines, in accordance with HUD requirement, there is insufficient funds to support continued assistance for families in the program.

In the alternative, the Authority may impose sanctions on a case by case basis. In deciding whether to take the following adverse action, the Authority has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation of individual family members, and the effects of denial on other family members who were not involved in the action or failure.

### **Section 12.03 Alternatives to Termination of Assistance**

As a condition of continued assistance, the Authority may impose conditions upon the family that must be satisfied to avoid adverse action. Conditions may include:

- Change in household composition including the removal of any household member who participated in or was responsible for the offense;
- Repayment of Family Debts;
- Continued monitoring including ongoing inspections or requirement to provide documents;
- Limiting the methods of communication the family may have with the Authority.

#### **Section 12.04 Procedures for Termination**

The Authority will provide written notice of the termination of assistance to the family and the owner when the family's assistance is to be terminated. The notice will include the date the termination will be effective, which will be at least 30 calendar days following the date of termination. If a family whose assistance is being terminated is entitled to an informal hearing, the notice of termination will contain the necessary information about requesting a hearing.

#### **Article XIII. Grievance Procedures**

The purpose of the Authority's informal review and informal hearing policy is to ensure that a decision to deny or terminate housing assistance complies with the regulations of HUD and administrative policies of the Authority. For details on the grievance procedures, please consult *The Authority's Grievance Procedure Policy*.

#### **Article XIV. Insufficient Funding**

The Authority may terminate HAP contracts if the Authority determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program. If the Authority determines there is a shortage of funding, prior to terminating any HAP contracts, the Authority will determine if any other actions can be taken to reduce program costs. If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, the Authority will terminate HAP contracts as a last resort. Prior to terminating any HAP contracts, the Authority will inform the local HUD field office. The Authority will terminate the minimum number needed in order to reduce HAP costs to a level within the Authority annual budget authority. If the Authority must terminate HAP contracts due to insufficient funding, the Authority will do so in accordance with the following criteria and instructions: HAP Contracts in place on behalf of HCV program participants who have been on the program the longest will be the first HAP Contracts terminated in the event of insufficient program funding. In accordance with HUD requirements, the Authority will protect the interests of the near-elderly, elderly, and disabled. These families will not have their HAP Contracts terminated due to insufficient program funding.

#### **Article XV. Project Based Vouchers**

Project Based Vouchers shall be governed by the provisions contained within Federal Regulations, 24 CFR 983. Upon the designation of Section 8 Housing Choice Vouchers as project based, the Authority may enter into project-based HAP contracts with landlords of existing dwelling units. The Administrative Procedures as detailed throughout this document shall also govern Project-Based Vouchers (PBV), except where noted below. Further, the following provisions of the Section 8 Housing Choice Voucher do not apply to PBV assistance: Provisions on issuance or use of a voucher; provisions on portability; provisions on shared housing, manufactures home space rental and homeownership option.

#### **Section 14.01 Tenant Selection**

The Authority shall maintain a separate waiting list for both tenant-based assistance and PBV assistance. The Authority will maintain a separate waiting list for each bedroom size of project-based units available. All admissions into the project-based Voucher Program shall be in accordance with the income targeting requirements. The Authority shall monitor the targeting requirements of the tenant-based and project-based Section 8 Housing Choice Voucher Programs jointly in accordance with the Section 8 Administrative Plan. The Authority does not screen applicants for family behavior or suitability for tenancy.

#### **Section 14.02 Information for Accepted Families**

When a family accepts an offer for PBV assistance, the Authority must give the family an oral briefing and an information packet. The oral briefing will include information on how the program works, the family responsibilities and the owner responsibilities. The information packet must contain information on how the total tenant payment for the family is determined, the family obligations under the program and applicable fair housing information.

#### **Section 14.03 Unit Inspections and Housing Quality Standards**

The Authority shall apply HQS standards to all inspections performed at units under a project-based HAP contract. All units shall be inspected at least biennially and at the special request of the assisted tenant and/or landlord. The Authority must vigorously enforce the owner's obligation to maintain contract units in accordance with the HQS. The Authority may not make any HAP payment to the owner for a contract unit covering any period during which the contract unit does not comply with the HQS.

#### **Section 14.04 Vacant Units**

The Authority may approve vacancy payments to a landlord for project-based units under contract for a maximum of 60 days. The Authority will only make such payments, upon the written request of the owner. The written request must contain sufficient documentation which proves the vacancy is not the fault of the owner, and that the owner has taken every reasonable step to minimize the extent and likelihood of vacancies.

#### **Section 14.05 Family Choice to Move with Continued Assistance**

The HAP Contract will provide that a family may move out of the project-based unit after 12 months. The Authority will offer the family available tenant-based rental assistance under the Section 8 Housing Choice Voucher Program if, after the first 12 months, the family moves in good standing. However, the Authority may not issue tenant-based vouchers targeted for special purposes unless the family meets the criteria. If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

#### **Section 14.06 HAP Contract Terms & Rents**

The Authority will enter into HAP Contracts with landlords for a term of up to 10 years, subject to the availability of appropriations and future availability of funding the Authority's Annual Contributions Contract with HUD. The Authority will only approve gross rents that do not exceed 110% of the Fair Market Rent as most recently determined by HUD and are reasonable in comparison with rents charged for comparable units in the private unassisted market.

#### **Section 14.07 Family occupancy of wrong-size or accessible unit.**

The Authority's subsidy standards determine the appropriate unit size for the family size and composition. If the Authority determines that a family is occupying a Wrong-size unit, or Unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the Authority must promptly notify the family and the owner of this determination, and of the Authority's offer of continued assistance in the form of Project-based voucher assistance in an appropriate-size unit (in the same project or in another project); or if not available Tenant-based rental assistance under the voucher program.

### **Article XVI. Homeownership Option**

#### **Section 15.01 Objectives**

The homeownership option will be used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under the homeownership option may be a newly admitted or existing participant in the HCV Program.

#### **Section 15.02 Forms of Homeownership Assistance**

The Authority may provide one of two forms of homeownership assistance for a family: (1) Monthly homeownership assistance payments; or (2) A single down-payment assistance grant only as a reasonable accommodation to a person with disabilities in accordance with Federal Regulations. A family may only receive one form of homeownership assistance. Accordingly, a family that includes a person who was an adult member of a family that previously received either of the two forms of homeownership assistance may not receive the other form of homeownership assistance from any PHA. It is the sole responsibility of the Authority to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. The Authority will determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. The Authority may determine that it is not reasonable to offer homeownership assistance as a reasonable accommodation in cases where the Authority has otherwise opted not to implement a homeownership program. The family chooses whether to participate in the homeownership option if offered by the Authority. The Authority must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and useable by persons with disabilities in accordance with Federal Regulations.

#### **Section 15.03 Participation in Homeownership**

The Authority must have the capacity to operate a successful Section 8 homeownership program. The Authority has the required capacity if it satisfies either one of the following.

1. The Authority establishes a minimum homeowner down payment requirement of at least 3% of the purchase price for participation in its Section 8 homeownership program, and requires that at least 1% of the purchase price come from the family's personal resources;
2. The Authority requires that financing for purchase of a home under its Section 8 homeownership program: I. Be provided, insured, or guaranteed by the state or Federal government; II. Comply with secondary mortgage market underwriting requirements; or III. Comply with generally accepted private sector underwriting standards; or

3. The Authority otherwise demonstrates in its Annual Plan that it has the capacity, or will acquire the capacity, to successfully operate a Section 8 homeownership program.

#### **Section 15.04 Family Eligibility**

Before commencing homeownership assistance for a family, the Authority must determine that all of the following initial requirements have been satisfied: 1. The family is qualified to receive homeownership assistance; 2. The unit is eligible; and 3. The family has satisfactorily completed the Authority program of required pre-assistance homeownership counseling. The Authority is responsible for complying with the authority listed in Section 58.6 requiring the purchaser to obtain and maintain flood insurance if necessary. The Authority may not provide assistance for a family unless it determines the family satisfies all the requirements listed below at commencement of Homeownership assistance

##### **Family Qualifications**

1. The family must be a current participant or newly admitted participant into the HCV Program;
2. The family must be a “first-time homebuyer”
3. The family must satisfy the minimum income requirements,
4. The family must satisfy the employment requirements,
5. The family must not have defaulted on a mortgage securing debt to purchase a home under the homeownership option,
6. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home;
7. Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with Federal Regulations regarding homeownership assistance;
8. The family also satisfies the following initial requirements established by the Authority. (i) The family must have a down payment of at least 3% of the purchase price of the home. At least 1% of the purchase price must come from the family’s personal resources. (ii) The family must obtain financing that is provided, insured, or guaranteed by the state or Federal government; Comply with secondary mortgage market underwriting requirements; or Comply with generally accepted private sector underwriting standards. (i) The family must meet the other requirements as described below.

##### **First Time Home Ownership Requirements**

At commencement of Homeownership Assistance for the Family, the family must any of the following:

- (1) A first-time homeowner; (2) A cooperative member; or (3) A family of which a family member is a person with disabilities, and use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person, in accordance with Federal Regulations.

##### **Income Requirements**

- (1) Upon commencement of monthly homeownership assistance payments for the family, or at the time of a down payment assistance grant for the family, the

family must demonstrate that the annual income, as determined by the Authority in accordance with Section 5.609 of the Federal Regulations, of the adult family members who will own the home at commencement of homeownership assistance is not less than:

- (i) In the case of a disabled family, as described in Section 5.403 (b) of the Federal Regulations, the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve; or
- (ii) In the case of other families, the Federal minimum wage multiplied by 2,000 hours.

(2)

(i) Except in the case of an elderly family or a disabled family, the Authority shall not count any welfare assistance received by the family in determining annual income under this section.

(ii) The disregard of welfare assistance income under paragraph (b) above only affects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance in accordance with this section, but does not affect: a. the determination of income-eligibility for admission to the voucher program; b. calculation of the amount of the family's total tenant payment (gross monthly contribution); or c. Calculation of the amount of homeownership assistance payments on behalf of the family.

(iii) In the case of an elderly or disabled family, the Authority shall include welfare assistance for the adult family members who will own the home in determining if the family meets the minimum requirement.

(3) The Authority elects not to establish a minimum income standard that is higher than those required in paragraph 3 c (1) and (2).

#### Employment Requirements

1. Except as provided in paragraph (2) below, the family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:

- (i) Is currently employed on a full-time basis (the term "full-time employment" means not less than an average of 30 hours per week); and
- (ii) Has been continuously so employed during the year before commencement of homeownership assistance for the family.

2. The Authority shall have discretion to determine whether and to what extent interruptions are considered to break continuity of employment during the year. The Authority may count successive employment during the year. The Authority may count self employment in a business. The Authority shall make determinations regarding continuous employment on a case by case basis.

3. The employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family, other than an elderly family or a disabled family, includes a person with disabilities, the Authority shall grant an exemption from the employment requirement if the Authority determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with part 8 of this title.



### Other Requirements

1. The Authority will not approve assistance if any member has previously defaulted on a mortgage under the Section 8 HCV homeownership option.
2. The Authority shall provide a preference to families participating in the FSS Program, however, shall not limit the participation to such families.
3. The Authority shall require all eligible families satisfactorily complete budget and credit counseling. Additionally, eligible families must repair their credit where determined necessary by the Authority, before participating in the homeownership option. The family must be able to qualify for a mortgage.
4. Eligible families must attend and satisfactorily complete pre-assistance homeownership counseling.
5. The budget, credit, and pre-assistance counseling shall be provided by a HUD-approved agency or will be consistent with the homeownership counseling provided under HUD's Housing Counseling Program.

### **Disqualifying Factors**

THE AUTHORITY WILL NOT COMMENCE HOMEOWNERSHIP ASSISTANCE FOR A FAMILY THAT INCLUDES AN INDIVIDUAL WHO WAS AN ADULT MEMBER OF A FAMILY AT THE TIME WHEN SUCH FAMILY RECEIVED HOMEOWNERSHIP ASSISTANCE DEFAULTED ON A MORTGAGE SECURING DEBT INCURRED TO PURCHASE THE HOME.

### **Home Search**

The Authority will allow the family to search for a suitable home for 60 days. Upon a written request from the family, the Authority may allow for an additional 60 days. The request must be received by the Authority prior to the expiration date of the initial 60 days. 2. The Authority shall require a written progress report on the family's progress in finding and purchasing a home after 30 days and each 30 days thereafter. 3. If the family is unable to purchase a home within the maximum time established (120 days) the Authority will issue the family a voucher.

### **Section 15.05 Unit Eligibility**

The Authority must determine that the unit satisfies all of the following requirements.

1. The unit is eligible.
2. The unit is either under construction or already existing at the time the family enters into the contract of sale.
3. The unit is either a one-unit property (including a manufactured home) or a single dwelling unit in a cooperative or condominium.
4. The unit has been inspected by an Authority Inspector and by an independent inspector designate by the family.
5. The unit satisfies Housing Quality Standards (HQS).

#### Purchase of home where family will not own fee title to the real property

Homeownership assistance may be provided for the purchase of a home where the family will not own fee title to the real property on which the home is located, but only if:

1. The home is located on a permanent foundation; and 2. The family has the right to occupy the home site for at least forty years.

#### Authority disapproval of seller

The Authority will not commence homeownership assistance for occupancy of a home if the Authority has been informed (by HUD or otherwise) that the seller of the home is debarred, suspended, or subject to a limited denial of participation under part 24 of the Federal Regulations.

Authority –owned units

Homeownership assistance may be provided for the purchase of a unit that is owned by the Authority that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the Authority), only if all of the following conditions are satisfied: 1. The Authority must inform the family, both orally and in writing that the family has the right to purchase any eligible unit and an Authority owned unit is freely selected by the family without Authority pressure or steering; 2. The unit is not ineligible housing; 3. The Authority must obtain the services of an independent agency in accordance with 982.352 (b)(1)(iv)(B) and (C), to perform the following Authority functions: I. Inspection of the unit for compliance with the HQS, in accordance with 982.631(a); II. Review of independent inspection report, in accordance with 982.631(b)(4); III. Review of contract of sale, in accordance with 982.631(c); and IV. Determination of the reasonableness of the sales price and the Authority provided financing, in accordance with 982.632 and other supplementary guidance established by HUD.

**Section 15.06 Home Inspections**

A. The Authority may not commence monthly homeownership assistance payments or provide a down payment assistance grant (as a reasonable accommodation) for the family until the Authority has inspected the unit and has determined that the unit passes HQS. The Authority elects to perform HQS inspections for the term of the homeownership assistance on an as needed basis, but not less than annually.

B. Independent Inspection.

1. The unit must also be inspected by an independent professional inspector selected by and paid by the family.
2. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.
3. The Authority may not require the family to use an independent inspector selected by the Authority. The independent inspector may not be an Authority employee or contractor, or other person under control of the Authority. However, the Authority will require the inspector to be a licensed home inspector in the State of NJ.
4. The independent inspector must provide a copy of the inspection report both to the family and to the Authority. The Authority may not commence monthly homeownership assistance payments, or provide a down payment assistance grant for the family, until the Authority has reviewed the inspection report of the independent inspector.

### **Section 15.07 Contract of Sale**

1. Before commencement of monthly homeownership assistance payments or receipt of a down-payment assistance grant (when permitted as a reasonable accommodation to a person with disabilities), a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the Authority a copy of the contract of sale.
2. The contract of sale must: I. Specify the price and other terms of the sale by the seller to the purchaser. II. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser. III. Provide that the purchaser is not obligated to purchase the unit unless the inspection is not satisfactory to the purchaser. IV. Provide that the purchaser is not obligated to pay for any necessary repairs. V. Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under part 24 of this title.

### **Section 15.08 Disapproval of Owner**

The Authority may deny approval of a seller for any reason provided for disapproval of an owner in 24 CFR 982.306(c).

1. The Authority must not approve a contract of sale if the Authority has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 24CFR Part 24.
2. When directed by HUD, the Authority must not approve a contract of sale if: I. 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; or II. A court or administrative agency has determined that the seller violated the Fair Housing Act or other federal equal opportunity requirements.
3. The Authority may deny approval to sell a unit from a seller for any of the following reasons: I. The seller has violated obligations under a HAP contract under Section 8 of the 1937 Act. II. The seller has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; III. The seller has engaged in any drug-related criminal activity or any violent criminal activity; IV. The seller has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program; V. The seller has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other 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 Authority, or of seller employees or other persons engaged in the management of housing; c. 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; or d. Is drug-related criminal activity or

- violent criminal activity; or meet State or local housing codes; or e. The seller has not paid State or local real estate taxes, fines, or assessments.
4. The Authority must not approve a unit if the seller is the parent, child, grandparent, grandchild, sister or brother of any member of the family; unless the Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. This restriction against Authority approval of a unit applies at the time the family initially receives monthly homeownership assistance or a down-payment assistance grant for the purchase of a particular unit. 5. Nothing in this Policy is intended to give any seller any right to participate in the program. 6. For the purposes of this section, “seller” includes a principal or other interested party.

#### **Section 15.09 Financing Purchase of Home**

A. The family is responsible for obtaining financing. The Authority will develop partnerships with lenders and provide guidance to the family, but will not require a specific lender.

B. The Authority will approve the lenders/financing on a case by case basis. The Authority will review the lender qualifications and the loan terms before authorizing homeownership assistance. The Authority may disapprove the proposed financing if it determines that the debt is unaffordable, or if the Authority determines that the lender or loan terms do not meet the Authority’s qualifications.

C. The Authority shall prohibit the following types of financing. 1. Seller financing; 2. Balloon payment mortgages.

#### **Section 15.10 Distribution of Homeownership Assistance Payment**

A. Amount of monthly homeownership assistance payment.

While the family is residing in the home, the Authority shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

1. The payment standards minus the total tenant payment; or
2. The family’s monthly homeownership expenses minus the total tenant payment.

B. Payment Standard for family

1. The payment standard for a family is the lower of: I. The payment standard for the family unit size; or II. The payment standard for the size of the home
2. If the home is located in an exception payment standard area, the Authority must use the appropriate payment standard for the exception payment standard area.
3. The payment standard for a family is the greater of: I. The payment standard (as determined in accordance with b (1) and b (2) of this section at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home. II. The Authority must use the same payment standard schedule, payment standard amounts, and subsidy standards pursuant to Section 982.402 and 982.503 for the homeownership option as for the rental voucher program.

C. Determination of homeownership expenses

1. Monthly mortgage (principal plus interest);
2. Monthly real estate taxes and public assessments on the home (annual amount divided by 12 months);

3. Monthly utilities (based on the Authority's Utility Allowance Worksheet). Monthly water & sewer. (Utilities shall not include telephone or cable expenses.)
  4. Monthly homeowners insurance (annual premium divided by 12 months).
  5. Cooperative or condominium fees that are not elective (for example a pool membership is not included).
  6. Authority allowance for maintenance expenses;
  7. Authority allowance for major repairs and replacements;
  8. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the Authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with part 8 of the Federal Register.
- D. Homeownership expenses for a cooperative member may only include amounts allowed by the Authority to cover:
1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
  2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
  3. Home insurance;
  4. The Authority allowance for maintenance expenses;
  5. The Authority allowance for costs of major repairs and replacements;
  6. The Authority utility allowance for the home and
  7. Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the Authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with part 8 of the Code of Federal Regulations;
  8. Land lease payments (where a family does not own fee title to the real property on which the home is located).
- E. If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.
- F. Payment to lender or family. The Authority must pay the homeownership assistance payments as follows:
1. The Authority shall make monthly payments either directly to the assisted family or directly to the lender as determined on a case by case basis in order to comply with the underwriting requirements of family's mortgage.
  2. The Authority shall require the family to provide documentation from the mortgage company that the monthly mortgage amount is paid. Such requests

shall be from time to time as determined necessary by the Executive Director, or his designee.

3. Should the family not cooperate with the Authority's requests, the family may be subject to termination from the Section 8 Housing Choice Voucher Program.

4. In cases where the monthly homeownership assistance is paid directly to the family, if the family is not making their mortgage payment in a timely manner, the Authority reserves the right to send homeownership assistance payments, for the respective family, directly to the mortgage company.

G. Automatic termination of homeownership assistance. Homeownership assistance for a family terminates automatically after 180 calendar days after the last homeownership assistance payment on behalf of the family.

#### **Section 15.11 Down payment Assistance Grants**

- A. General - The Authority may provide a single down payment assistance grant for a family with a disabled family member that has received tenant based or project based rental assistance in the Section 8 Housing Choice Voucher Program only in those cases where a down-payment assistance grant would result in a reasonable accommodation.
- B. The down payment assistance grant must be applied toward the down payment required in connection with the purchase of the home and/or reasonable and customary closing costs in connection with the purchase of the home.
- C. The Authority shall not permit the down payment grant to be applied to closing costs.
- D. Maximum down payment grant. A down payment assistance grant may not exceed twelve times the difference between the payment standard and the total tenant payment.
- E. Payment of down payment grant. The down payment assistance grant shall be paid at the closing of the family's purchase of the home.
- F. Administrative fee. For each down payment assistance grant made by the Authority, HUD will pay the Authority a one-time administrative fee.
- G. Return to tenant-based assistance. A family that has received a down-payment assistance grant may apply for and receive tenant-based rental assistance, in accordance with program requirements and the Authority's policies. However, the Authority may not commence tenant-based rental assistance for occupancy of the new unit so long as any member of the family owns any title or other interest in the home purchased with homeownership assistance. Further, eighteen months must have passed since the family's receipt of the down-payment assistance grant.
- H. Implementation of down payment assistance grants. The Authority may not offer down payment assistance under this paragraph until HUD publishes a notice in the Federal Register.

#### **Section 15.12 Family Obligations**

In order to remain eligible for continued assistance, the family must

- (a) Occupy the home as the family's sole residence;
- (b) Comply with mortgage terms;
- (c) Report changes in family composition to the Authority;

- (d) Comply with the family obligations of the HCV Program;
- (e) Supply information as required by the Authority concerning refinancing or payment of debt; sale or transfer of any interest in the home; or homeownership expenses;
- (f) Notify the Authority before moving out of the home and of any mortgage default;
- (g) Comply with any additional Authority requirements, such as ongoing counseling and HQS Inspections; and
- (h) Execute a written statement that the family agrees to comply with all family obligations for homeownership assistance.

A Family must not:

- (i) Sublet or lease the home;
- (j) Acquire ownership interest in a second residence or any other residential property.

### **Section 15.13 Move with Continued Assistance**

The family may move with continued assistance provided (homeownership or rental) provided they are in good standing. The Authority will not commence continued assistance of a new unit if any family member owns title or any other interest in the prior home. B. The Authority shall only approve one move during any one-year period. For continuation of assistance in a new unit, the family must meet all initial eligibility requirements except for the first-time homeowner requirement. The Authority will determine on a case by case basis if additional counseling is required.

### **Section 15.14 Time Limits**

If the initial mortgage is 20 years or more, the maximum term of homeownership assistance is 15 years. In all other cases, the term shall be 10 years. The time limits do not apply to families that qualified as elderly at the start of the homeownership assistance or to families that qualify as disabled at any time during the homeownership assistance. Should the family cease to qualify as elderly or disabled during the course of homeownership assistance, the maximum term becomes applicable from the date the assistance commenced. In no case shall the assistance be less than 6 months from the date of initial purchase. Time limits shall be applied from the date of initial purchase, regardless of whether the family moves to a new unit.

### **Section 15.15 Denial or Terminations**

The common terms of denial or termination of the Section 8 HCV Program, which includes the homeownership option, are described in Article VIII. In the event of a mortgage default the Authority must terminate assistance and not allow the family to move with continued assistance, including rental assistance.

### **Charges to the Administrative Fee Reserve**

In no event shall amounts be charged to the Section 8 Net Restricted Assets account (also referred to as the Administrative Fee Equity Account) without formal approval from the Board of Commissioners through Board Resolution. In the event HUD will not provide funding for units under lease in excess of the Annual Contributions Contract, the Authority must identify funds to pay for such units and may only do so by formal approval from the Board of Commissioners through Board Resolution. Should funds not be available to pay for over-leased units, the Authority may have to terminate rental assistance contracts. Such contracts will be selected by determining the clients who are relying on the Section 8 assistance the least. The action to determinate assistance for over-leased units may only be done by formal approval from the Board of Commissioners through Board Resolution.



## **Housing Authority of Gloucester County**

### **VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

#### **I. Purpose and Applicability:**

This Violence Against Women Act Policy implements the requirements of the 2013 reauthorization of the Violence Against Women Act (VAWA) which applies for all victims of domestic violence, dating violence, sexual assault and stalking regardless of sex, gender identity or sexual orientation. This Policy shall be applied consistently with all nondiscrimination and fair housing requirements. This Policy covers all applicants and tenants of HUD-covered programs. Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

This Policy shall be implemented in accordance with *24 CFR Part 5, Subpart L*, Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking as well as various subparts of *24 CFR parts 200, 247, 880, 882, 883, 884, 886 and 891*, HUD-Notice H 2017-05 and any other HUD subsequent applicable Notices

#### **II. Goals and Objectives:**

This policy has the following principal goals and objectives:

- A. Maintaining compliance, including training of appropriate staff managing the Authority's properties and programs, with all applicable legal requirements imposed by VAWA;
- B. Participating, with others, in protecting the physical safety of victims of actual or threatened domestic violence, sexual assault, dating violence, or stalking who are assisted by the Authority;
- C. Providing and maintaining housing opportunities for victims of domestic violence, sexual assault, dating violence, or stalking;
- D. Cooperating, with others, information and maintenance of collaborative arrangements between the Authority, law enforcement authorities, victim services providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, sexual assault, dating violence and stalking, who are assisted by the Authority; and
- E. Responding in accordance with the Authority policies and procedures to incidents of domestic violence, sexual assault, dating violence, or stalking, affecting individuals assisted by the Authority.

#### **III. Definitions:**

The Authority shall implement all definitions as established in *24 CFR 5.2003*

#### **IV. Admissions and Screening**

Non-Denial of Assistance. The Authority will not deny admission an applicant on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant is other qualified for admissions. Further, the Authority will not deny admissions based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking.

Also, if an applicant or an affiliated individual of the applicant is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of the household or any guest, the applicant may not be denied rental assistance or occupancy rights with the Authority solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

#### **V. Termination of Tenancy or Assistance**

A. VAWA Protections. Under VAWA, specific protections, which will be observed by the Authority:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. Tenancy or assistance will not be terminated by the Authority on the basis or as a direct result of the fact that the tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. Further, the Authority will not terminate tenancy or participation based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

- i. Nothing contained in this paragraph shall limit any otherwise available authority to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or an affiliated individual of the tenant. However, in taking any such action, the Authority shall not apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.

- ii. Nothing contained in this paragraph shall be construed to limit the Authority’s ability to evict or terminate from assistance any tenant or lawful applicant if the Authority as the

case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance. In order to demonstrate an actual or imminent threat, the Authority must have objective evidence of words, gestures, action or other indicators of such threats. Any eviction or termination of assistance, predicated on this basis should be utilized by the Authority 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 or develop 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.

**B. Removal of Perpetrator.** Further, notwithstanding the above or Federal, State or local law to the contrary, the Authority, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the Authority. In the event of Lease Bifurcation, remaining family members must meet statutory requirements for housing assistance

## **VI. Verification of Domestic Violence, Dating Violence or Stalking**

**A. Requirement for Verification.** The Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Authority. Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. By completing a HUD-approved form;
2. Other documentation - by providing to the Authority signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question meet the applicable definitions for protections and remedies under VAWA. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury;

3. 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.

The Authority may ask for clarification or additional information in order to make an objectively reasonable determination of whether the adverse factor is a direct results of the applicant or tenant being a having been a victim.

B. Time allowed to provide verification/ failure to provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by the Authority to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. The Authority may grant an extension during which no adverse action can be taken. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. Acceptance of Verbal Statement. The Authority may, with respect to any specific case, waive the above stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director or his/her designee and generally in such cases where the Authority is otherwise aware of the abused and encouraged the victim to request VAWA protections. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

D. Request for Third-Party Documentation of Victim Status

The Authority will request third-party documentation of victim status if more than one applicant or tenant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalk and in the information in one person's documentation conflicts with the information in another person documentation or submitted documentation contains information that conflicts with existing information already available to the Authority. When eviction or terminating one household member, the Authority shall follow family break up polices and the *Authority's Grievance Procedures Policy*.

## **VII. Confidentiality**

A. Right of confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to the Authority in connection with a verification required of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is: 1. requested or consented to by the individual in writing, or 2. required for use in eviction proceeding or in connection with termination of assistance, as permitted in VAWA, or 3. otherwise required by applicable law. The Authority will take reasonable precautions to avoid

inadvertent disclosures via mail or voicemail and conduct the exchange of confidential information in person with the victim. All VAWA correspondence shall be secured to maintain confidentiality separate from the tenant file.

B. Notification of Rights. The Authority shall provide notice of Occupancy Rights (HUD 5380) and the Certification of Domestic Violence Form (HUD 5382) at the following times: To applicants with denial of assistance; At move in; With notice of eviction or termination of assistance; To each household during the annual recertification; any other time when HUD-5382 is supplied.

### **VIII. Court Orders/Family Break-up**

A. Court orders. It is the Authority's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by the Authority. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

### **X. Relationships with Service Providers**

It is the policy of the Authority to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If the Authority staff becomes aware that an individual assisted by the Authority is a victim of domestic violence, dating violence or stalking, the Authority will refer the victim to such providers of shelter or services as appropriate.

## **Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

### **Emergency Transfers**

The Authority is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>1</sup> The Authority allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of The Authority to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether The Authority has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy. This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Authority's federally assisted housing programs are in compliance with VAWA.

### **Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at *24 CFR part 5, subpart L* is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **Priority For Tenants/Applicants who Qualify for Internal and External Transfers**

The Authority does not maintain a waiting list preference for VAWA victims. However, Tenants who qualify for Internal and External transfers shall be entitled to a waiting list priority. VAWA admission preferences shall not supersede usual eligibility criteria.

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<sup>1</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, 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.

## **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify The Authority's management office and submit a written request for a transfer within the Authority. The Authority will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under The Authority's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

The Authority shall retain records of all emergency transfer requests and their outcomes for three years or for a period of time as specified in the program regulations.

## **Confidentiality**

The Authority will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the Authority written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. Information shall not be entered into shared databases. *See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants* for more information about The Authority's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

## **Emergency Transfer Timing and Availability**

The Authority cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. However, tenants shall be permitted to make an internal emergency transfer under VAWA when a safe unit is immediately available and such transfers shall be given priority as an emergency transfer request. The Authority will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The Authority may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If, after a reasonable time, the Authority has no safe and available units for which a tenant who needs an emergency transfer is eligible, the Authority will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. This shall be deemed an “External Emergency Transfer”, meaning a transfer of a tenant to another unit or form of assistance where the tenant would be categorized as a new applicant. At the tenant’s request, the Authority will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Tenants with tenant-based rental assistance shall be issued a voucher to move with continued tenant-based assistance.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

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>.

Please see local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

- **Center for Family Services – Services Empowering the Rights of Victims (SERV)**  
[www.centerffs.org](http://www.centerffs.org)  
serv@centerffs.org  
1-866-295-SERV (7378)  
PO Box 566  
Glassboro, NJ 08028
- **NJ Domestic Violence Hotline**  
[www.nj.gov/dcf/women/domestic](http://www.nj.gov/dcf/women/domestic)  
1-855-INFO-DCF (463-6323)  
PO Box 729



Trenton, NJ 08625

- **Family Part-Chancery Division Superior Court of NJ**  
1-856-379-2200  
101 S 5th Street, 2nd Floor  
Camden, NJ 08103
- **New Jersey Domestic Violence Hotline**  
1-800-572-SAFE (7233)

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

**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 The Housing Authority of Gloucester County, 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 The Housing Authority of Gloucester County you 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 The Housing Authority of Gloucester County 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>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**

The Housing Authority of Gloucester County 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 The Housing Authority of Gloucester County chooses to remove the abuser or perpetrator, The Housing Authority of Gloucester County 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, The Housing Authority of Gloucester County 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, The Housing Authority of Gloucester County must follow Federal, State, and local eviction procedures. In order to divide a lease, The Housing Authority of Gloucester County 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, The Housing Authority of Gloucester County 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, The Housing Authority of Gloucester County 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.

The Housing Authority of Gloucester County 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.

The Housing Authority of Gloucester County emergency transfer plan provides further information on emergency transfers, and The Housing Authority of Gloucester County 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**

The Housing Authority of Gloucester County 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 The Housing Authority of Gloucester County must be in writing, and The Housing Authority of Gloucester County 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. The Housing Authority of Gloucester County 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 The Housing Authority of Gloucester County as documentation. It is your choice which of the following to submit if The Housing Authority of Gloucester County 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 The Housing Authority of Gloucester County 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, The Housing Authority of Gloucester County does not have to provide you with the protections contained in this notice.

If The Housing Authority of Gloucester County 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), The Housing Authority of Gloucester County 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, The Housing Authority of Gloucester County does not have to provide you with the protections contained in this notice.

### **Confidentiality**

The Housing Authority of Gloucester County 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.

The Housing Authority of Gloucester County must not allow any individual administering assistance or other services on behalf of The Housing Authority of Gloucester County (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.

The Housing Authority of Gloucester County must not enter your information into any shared database or disclose your information to any other entity or individual. The Housing Authority of Gloucester County, however, may disclose the information provided if:

- You give written permission to The Housing Authority of Gloucester County to release the information on a time limited basis.
- The Housing Authority of Gloucester County 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 The Housing Authority of Gloucester County or your landlord to release the information.

VAWA does not limit The Housing Authority of Gloucester County’s 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, The Housing Authority of Gloucester County 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 The Housing Authority of Gloucester County 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, The Housing Authority of Gloucester County 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>.

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

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

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details

shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

\_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

\_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

\_\_\_\_\_



**10. Location of incident(s):** \_\_\_\_\_

In your own words, briefly describe the incident(s):

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This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

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

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet 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. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

**(2) You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

**(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 submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

**1. Name of victim requesting an emergency transfer:** \_\_\_\_\_

**2. Your name (if different from victim's)** \_\_\_\_\_

**3. Name(s) of other family member(s) listed on the lease:** \_\_\_\_\_

\_\_\_\_\_

**4. Name(s) of other family member(s) who would transfer with the victim:** \_\_\_\_\_

\_\_\_\_\_

**5. Address of location from which the victim seeks to transfer:** \_\_\_\_\_

**6. Address or phone number for contacting the victim:** \_\_\_\_\_

**7. Name of the accused perpetrator (if known and can be safely disclosed):** \_\_\_\_\_

**8. Relationship of the accused perpetrator to the victim:** \_\_\_\_\_

**9. Date(s), Time(s) and location(s) of incident(s):** \_\_\_\_\_

\_\_\_\_\_  
**10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11.** \_\_\_\_\_

**11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.**

\_\_\_\_\_  
\_\_\_\_\_  
**12. If voluntarily provided, list any third-party documentation you are providing along with this notice:** \_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**LEASE ADDENDUM**  
**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT**  
**OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.

2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

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Tenant

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Date

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Landlord

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Date

**HOUSING AUTHORITY OF GLOUCESTER COUNY**

**100 POP MOYLAN BLVD  
DEPTFORD, NEW JERSEY 08096**

**Statement of Family Responsibility- Section 8 Moderate Rehabilitation Program**

**1. Certification.** The undersigned Public Housing Agency (PHA) hereby certifies that the Family headed by

\_\_\_\_\_ and which  
consists of the following  
members: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

is eligible to participate in the Section 8 Moderate Rehabilitation Program of this PHA and is approved to occupy a unit located at

\_\_\_\_\_  
Under this program, Under the Moderate Rehabilitation Program, The Housing Authority of Gloucester County (HAGC) makes housing assistance payments on behalf of participating families towards their rent to owners of decent, safe, sanitary dwelling units moderately rehabilitated under the Program.

**2. Family Portion of Rent.**

(a) **Total tenant payment.** The total amount the family is obligated to pay monthly towards rent and utilities is based on the family's income and is called the Total Tenant Payment.

(b) **Family payment to owners.** The amount that the family is obligated to pay monthly to the owner is the amount of the Total Tenant Payment unless the family is responsible for paying any utilities. If the family must pay any utilities directly, the family will pay to the owner the Total Tenant Payment minus the appropriate allowances as determined by HAGC for tenant-paid utilities.

(c) **Changes in family income and allowances.** The amount of the family's required total tenant payment is subject to change by reason of changes to program rules and changes in family income, composition, or expenses. The family is required to notify HAGC of any and all changes in writing within fourteen days.

**3. HAGC portion of rent.** HAGC will pay to the owner on behalf of the family the difference between the family's payment to the owner and the monthly contract rent.

4. **Family Obligations.** Any family participating in the Section 8 Moderate Rehabilitation Program with HAGC must follow the rules listed below in order to continue to receive housing assistance under the program. Each family member must:

1. Supply any information that HAGC or HUD determines to be necessary for administration of the program including submission of required evidence of citizenship or eligible immigration status. All information supplied by the family must be true and complete.
2. Report any and all changes in household composition, income, assets or deductions in writing within fourteen (14) calendar days of the change. Promptly notify HAGC in writing if any family member no longer lives in the unit.
3. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
4. Supply any information requested by HAGC or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
5. Supply any information requested by HAGC to verify that the family is living in the unit or information related to family absence from the unit.
6. Request written approval to add any other person as an occupant of the unit. Visitor may not stay more than 14 days in a 12 month period.
7. Notify HAGC in writing prior to the family being away from the unit for 30 days or more. Absence may not exceed 90 consecutive days or 90 days per calendar year. Prior written notice is required, documenting the length of the absence and affirming the intent to return. The family is also responsible for paying rent and utilities during their absence, arranging for HAGC inspection and receiving all correspondence.
8. Allow HAGC to inspect the unit at reasonable times after reasonable notice.
9. Give HAGC and the owner at least 60 days notice in writing before moving out of the unit or terminating the lease.
10. Use the assisted unit for residence by eligible family members. The unit must be the family's only residence.
11. Promptly notify HAGC in writing of the birth, adoption or court-awarded custody of a child.
12. Request HAGC written approval to add any other family member as an occupant of the unit.
13. Give HAGC a copy of any owner eviction notice.
14. Do not cause damage to the unit or premises or permit any guest to damage the unit or premises. If a breach in Housing Quality Standards is life threatening, it must be corrected within 24 hours; all others must be corrected in 30 days.
15. Pay utility bills and supply appliances that the owner is not required to supply under the lease.



16. Only engage in legal profit making activities in the unit as long as the primary use of the unit is the family's residence and the owner gives permission.
17. Agree that any persons who move in without permission may be required to leave the unit.
18. Cooperate with HAGC in finding another unit when the family is no longer eligible for the contract unit they now occupy because of a change in family size.

**The family (including each family member) must not:**

1. Commit any serious or repeated violations of the lease.
2. Breach an agreement with HAGC to pay amounts owed.
3. Commit fraud, bribery or other corrupt or criminal act in connection with any Federal Housing Program.
4. Participate in illegal drug related activity, violent criminal activity or abuse alcohol in a way that will threaten the health and safety of others or the right to peaceful enjoyment of the premises by others or those residing in the immediate vicinity of the premises.
5. Engage in drug-related criminal activity or violent criminal activity.
6. Sublease or let the unit, assign the lease, transfer the unit or provide accommodations for boarders or lodgers.

7. Be subject to lifetime registration a requirement under a State sex offender program.
8. Ever have been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing
9. Engage in abusive or violent behavior toward HAGC personnel which includes verbal abuse or verbal harassment, whether communicated orally or in print format.
10. Damage the unit or premises (beyond ordinary wear and tear) or permit any guest to damage the unit or premises.
11. Rent a unit from a relative, who is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless HAGC 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.
12. Own or have any interest in the unit.
13. Receive Section 8 Moderate Rehabilitation housing assistance while receiving other housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.

**4. Termination of Assistance.** If the family voluntarily vacates the unit, there is no guarantee that further housing assistance will be provided. Additionally, if the family vacates the unit in violation of the lease term causing HAGC to be liable for vacancy payments or if the family vacates the unit while owing rent or other amounts due under the lease, the family may not receive further assistance unless the family satisfies these liabilities. HAGC may deny program assistance for an applicant or terminate program assistance for a participant for any breach of the family obligations listed above or for any of the following reasons:

(a) If any member of the family has ever been evicted from federally assisted housing in the last five years;

(b) If any PHA has ever terminated assistance under a tenant based voucher assistance program for any family member

(c) If the family currently owes any money to HAGC for another PHA in connection with Section 8 or public housing assistance.

**5. Continued Participation of Family when Contract is Terminated.** If an Owner evicts an assisted family in violation of the Contract or otherwise breaches the Contract, and the Contract for the unit is terminated, and if the Family was not at fault and is eligible for continued assistance, the Family may continue to receive housing assistance through the

conversion of the Moderate Rehabilitation assistance to tenant-based assistance under the Section 8 voucher program.

**6. Illegal Discrimination.** If the family has reason to believe that it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin or familial status, the family may file a housing discrimination complaint with any HUD office in person, by mail or by telephone. HAGC will give the family information on how to fill out and file a complaint.

**I hereby certify that I understand the family's obligations under HAGC's program and that failure to comply with these obligations may result in the termination of participation in the program.**

<b>Family and Signature</b>	
<b>Name of Head of Household</b>	<b>Signature of Head of Household</b> <b>Date</b>
<b>The family consists of the following members:</b>	

HAGC Representative/ Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date

## THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

### SECTION 8 ADMINISTRATIVE PLAN

#### Bed Bug Management Policy

##### **Policy Objectives:**

The purpose of this Bed Bug Policy is to establish roles and responsibilities for landlords, participants and the Housing Authority of Gloucester County (HAGC) in minimizing the potential for bed bugs and provide guidance when bed bugs are present in a unit assisted under the Section 8 Housing Choice Voucher or Moderate Rehabilitation Program.

##### **Landlord Roles and Responsibilities:**

The Housing Assistance Payment (HAP) Contract requires the landlord to maintain the contract unit and its premises in accordance with Housing Quality Standards (HQS). It is the landlord's responsibility, as stated in the Federal Regulations addressing HQS, 24 CFR 982.401, to ensure the dwelling unit is in sanitary condition and free of vermin and rodent infestation. If the presence of bed bugs is suspected, the landlord must notify HAGC immediately. HAGC's Inspectors are not certified in the identification of bed bugs. When notified by a landlord or participant that bed bugs are present, HAGC will fail the unit under HQS requirements, therefore it is strongly recommended that the landlord contact an extermination professional for an immediate inspections. If treatment is deemed necessary, a copy of the contract the landlord entered into with the extermination professional (included all treatment performed) must be provided to HAGC by the landlord within 48 hours of the initial determination that treatment is required. In additional, the landlord must complete the "Landlord Certification Statement" document and sent to HAGC within 72 hours of the initial determination that treatment is required.

Failure to comply with the above requirements is a direct violation of the HAP contract and may result in abatement, suspension or termination of housing assistance payment, termination of the HAP contract and suspension of eligibility to participate in the Housing Choice Voucher Program.

##### **Tenant Roles and Responsibilities:**

The HAP contract requires the tenant to keep the unit and its premises free from damage. Therefore, if the presence of bed bugs is suspected, it is the tenant's responsibility to notify the landlord and HAGC immediately in order to minimize any potential damage to the unit. In addition, it is the responsibility of the tenant to work corporately with the landlord and/or

extermination professional to ensure successfully elimination of bed bugs. Tenant non-compliance may result in the loss of the Housing Choice Voucher.

If the tenant notifies the landlord of the presence of bed bugs and the landlord fails to take action within a reasonable period of time, the tenant shall notify HAGC. HAGC will assist the tenant in relocation if it is deemed necessary and appropriate. Prior to relocation, HAGC will notify the new landlord of tenant's prior exposure to bed bugs. In addition, the tenant must complete all items on the "Relocation Task List" document.

#### **HAGC Roles and Responsibilities:**

HAGC is responsible to ensure the landlord maintains the assisted unit within HQS guidelines and provides guidance on the resolution of any potential bed bug problems. HAGC will assist in tenant relocation, if relocation has been deemed necessary and appropriate. When relocation is necessary, HAGC will ensure the tenant complete the "Relocation Task List" prior to relocation in order to minimize the transfer of bed bugs to a new unit. HAGC will also require all program participants and landlords to disclose at intake, recertification and inspection all exposure to bed bugs within the last twelve month period.

## **Bed Bug Management Policy**

### **Landlord Certification Statement**

It is the goal of the Housing Authority of Gloucester County (HAGC) to promote and provide safe and sanitary housing to program participants. If bed bugs are present, it is responsibility of the landlord as stated in the HQS (24 CFR 982.401), to ensure that the dwelling unit and its equipment be sanitary condition and free of vermin and rodent infestation. It is the responsibility of the tenant to work corporately with the landlord and/or extermination professional to ensure the successful elimination of bed bugs. It is imperative that all parties (Tenant, Landlord, and Extermination Professional) work together towards a common goal, extermination and elimination.

To assist HAGC in its goal, HAGC request that the following information be completed by the landlord upon completion of treatment (within 72 hours of initial determination that treatment is necessary)

Date unit was treated:

Type of treatment provided (methods, products used, areas treated:

Did tenant complete required pre-treatment activities:

Was follow up treatment recommended by Extermination Professional? If yes, provide date when follow up treatment will be provided:

Landlord Statement of Certification

I, \_\_\_\_\_, certify that I have had the unit located at \_\_\_\_\_ professionally treated by a licensed extermination professional in order to eliminate the presence of bed bugs.

\_\_\_\_\_  
Landlord Signature

\_\_\_\_\_  
Date

### **Participant Relocation Task List**

Bed bugs are difficult to contain without the proper treatment. Therefore if a participant relocates and the proper treatment has not taken place, the bed bugs will move with the participant in carried furniture, bedding, clothing etc. If HAGC has determined that it is necessary and appropriate for you to locate to a new unit, HAGC requires that certain steps be followed to ensure that the bed bugs are not transferred to the new residence. To control further infestation, the Relocation Task List must be completed in preparation for relocation.

Relocation Task List (initial each item)

\_\_\_\_\_ Remove all sheets, blankets, mattress covers, pillowcases, etc. from bed and wash in hot water (120+degrees) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Fold and place them in a plastic garbage bag, seal bags tightly. Do not put them back on the bed until move is complete.

\_\_\_\_\_ Wash all clothing, toys, towels and linens in hot water (120+degrees) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Place clean items inside airtight plastic storage bin or plastic garbage bags that are seal tightly and store until relocated

\_\_\_\_\_ Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, night stand drawers, mattress and box springs/ Place disposable vacuum cleaner bag inside plastic garbage bag and seal tightly and discard in outdoor trash receptacle immediately.

\_\_\_\_\_ Purchase and place special bed bug mattress box spring encasements around all mattress and box springs. The encasements must remain on all mattresses and box springs for at least one year.

\_\_\_\_\_ Discard or have all infested furniture professionally treated by a licensed exterminator. If participant chooses to keep the furniture, proof of treatment must be provided. HAGC will not relocate a participant to a new unit with infested furniture.

Tenant Statement of Certification

I, \_\_\_\_\_, certify that I have read and understand the information above and have performed the items lists in the Relocation Task List.

\_\_\_\_\_ Participant Signature

Date \_\_\_\_\_

## **CODE OF CONDUCT**

### **Ethical and Legal Business Practices**

#### **1.1 HAGC Ethical Standard**

Employees must conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests of HAGC. Employees should also be guided by basic honesty and good judgment, and be sensitive to others' perceptions and interpretations. HAGC recognizes the right of employees to engage in outside activities that are private in nature and unrelated to HAGC business. However, business dealings that appear to create a conflict between the employee and HAGC's interests are unlawful and prohibited.

#### **1.2 Conflicts of Interest Policy**

Employees must avoid any interest, influence or relationship which might conflict or appear to conflict with the best interests of HAGC. Employees must avoid any situation in which their loyalty may be divided and promptly disclose any situation where an actual or potential conflict may exist. Business dealings that appear to create a conflict between the employee and the Authority's interests are unlawful under the New Jersey Local Government Ethics Acts. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate relative.

No HAGC employee shall participate in the selection, award or administration of a contract supported by federal funds if a conflict of interest, financial or otherwise, real or apparent would be involved. No HAGC employee shall engage in selling or attempting to sell supplies, service or construction to HAGC for one year following the date such employment ceased. Additional examples of potential conflict situations include:

- Having a financial interest in any business transaction with the Housing Authority of Gloucester County;
- Owning or having a significant financial interest in, or other relationship with, a Housing Authority of Gloucester County competitor, customer or supplier, and
- Accepting gifts, entertainment or other benefit of more than a nominal value from A Housing Authority of Gloucester County competitor, customer or supplier.

Anyone with a conflict of interest must disclose it to management and remove themselves from negotiations, deliberations or votes involving the conflict. There will be no retaliation against any party who makes a good faith complaint concerning violations of this policy; regardless of whether it is ultimately determined that such violation has in fact occurred. Nor will there be any retaliation against any party who provides information in the course of an investigation into alleged violations of policy. Any employee, officer or agent of HAGC determined to have committed a violation of this Code of Conduct shall be subject to disciplinary action, up to and including termination. Employees are permitted to hold outside employment as long as it does not interfere with their responsibility to HAGC or create a conflict of interest.



### **1.3 Gifts Policy**

Employees, shall neither, directly or indirectly, solicit, accept, or agree to accept gratuities, favors, or anything of monetary value from contractors, suppliers, government officials or other organizations. Employees shall not accept any gift, favor, service, employment or offer of employment or anything of value which he knows or has reason to believe is offered to the employee with the intent to influence the employee in the performance of duties and responsibilities. Exceptions may be made for gifts that are customary and lawful, are of nominal value and are authorized in advance. You may accept meals and refreshments if they are infrequent, are of nominal value and are in connection with business discussions. If you do receive a gift or other benefit of more than nominal value, report it promptly to Human Resources. It will be returned or donated to a suitable charity.

### **1.4 Confidentiality Policy**

Information that pertains to HAGC's business, including all nonpublic information concerning the Company, its participants and applicants, is strictly confidential and must not be given to people who are not employed by HAGC.

Please help protect confidential information -- which may include, for example, client/participant lists and financial information -- by taking the following precautionary measures:

- Discuss work matters only with other HAGC employees who have a specific business reason to know or have access to such information.
- Do not discuss work matters in public places.
- Monitor and supervise visitors to HAGC to ensure that they do not have access to confidential information.
- Destroy hard copies of documents containing confidential information that are not filed or archived.
- Secure confidential information in desk drawers and cabinets at the end of every business day.

HAGC collects personal information about employees that relates to their employment. Only people with a business-related need to know are given access to this information, and the Executive Director or the Chair of the Board of Commissioners must authorize any release of the information to others. Personal information, other than that required to verify employment or to satisfy legitimate investigatory or legal requirements, will be released outside the company only with employee approval.

If you have access to any confidential information, including private employee information, you are responsible for acting with integrity. Unauthorized disclosure or inappropriate use of confidential information will not be tolerated.

### **1.5 Accounting and Financial Reports**

HAGC's financial statements and all books and records on which they are based must accurately reflect the Company's transactions. All disbursements and receipts must be properly authorized

and recorded. Employees must record and report financial information accurately. Reimbursable business expenses must be reasonable, accurately reported and supported by receipts.

Those responsible for handling or disbursing funds must assure that all transactions are executed as authorized and recorded to permit financial statements in accord with Generally Accepted Accounting Principles.

### **1.6 Political Activity Policy**

The Hatch Act, 5 U.S.C. §1501-1508, restricts the political activity of persons principally employed by a state or local agency who work in connection with programs financed in whole or in part by loans or grants made by the United States or a Federal agency. A state or local employee covered by the Hatch Act may not run for partisan office. However, employees may join political organizations, as long as they maintain a clear separation between their official responsibilities and their political affiliations.

### **1.7 Employee Records**

An employee's personnel file consists of the employee's employment application, withholding forms, reference checks, emergency information and any performance appraisals, or other appropriate employment-related documents.

It is the employee's responsibility to notify the Payroll or the Human Resource Administrator of any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries or person to notify in case of an accident.

Personnel records are considered company property and are not available for review by employees unless specifically authorized by management. Personnel files are confidential records that must be secured in a locked cabinet. Upon request, employees may inspect their own personnel files at a mutually agreeable time on the premises and in the presence of the Human Resource Administrator.

### **1.8 Nepotism Policy**

The employment of more than one member of the same family shall be avoided insofar as possible. No person should be hired as a regular or temporary employee if that appointment would violate any provision of this nepotism policy, or unless the appointment is otherwise permitted by the New Jersey Department of Personnel Rules and Regulations. No member of the immediate family of a Commissioner shall be hired or be in a position of supervision over another member of the same family.

For purposes of this policy, the term "immediate family" shall mean spouse, child, parent, sister, brother, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew and grandchildren.

This nepotism policy shall not deprive any employee of any promotional right in normal career development, nor change the existing status of an employee.

### Live-in aide Policy

A live-in aide is defined as a person approved by the Authority who resides in the unit to care for a “family member” who is disabled or at least 50 years of age and who: (1) Is determined to be essential to the care and well-being of the person(s); (2) Is not obligated for support of the person(s); and (3) Who would not be living in the unit except to provide necessary support services.

The Authority will verify the need for a reasonable accommodation of a live-in aide. Verification is required to prove that a requested accommodation is necessary, and that there is an identifiable relationship between the requested accommodation and their disability. Live-in aides will be verified at intake and during the participant’s reexamination so long as a live-in aide is needed.

Once determined eligible for the reasonable accommodation of a live-in aide, the Authority will determine whether the specific individual identified by the family as an aide is eligible by:

- (1) Conducting a background /criminal check. The Authority may disapprove a particular person as a live-in aide if s/he has: (a) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (b) committed drug-related criminal activity or violent criminal activity; (c) currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act; (d) violated any family obligations under the program as published under CFR 982.551; (e) been convicted of manufacturing or producing methamphetamine, on the premises of an assisted housing project; (f) been evicted from any federally subsidized housing program for any reason; (g) been identified as someone who has to register as a sex offender; (h) is not qualified to provide the needed care.
- (2) Demonstrating that the live-in aide is not obligated for support of the person(s), and would not be living in the unit except to provide necessary support services. While a relative or family member is not automatically excluded as an eligible live-in aide, the requested live-in aide must meet the above definition. A pre-existing household member does not qualify as a live-in aide. In order to sufficiently satisfy this element, the household and the requested aide must certify and provide documents as to the following:
  - i. The Live-in aide is qualified to provide the needed care;
  - ii. The Live-in aide was not part of the household prior to receiving program assistance;
  - iii. There is no other reason for the aide to reside in the unit- The aide can demonstrate they have a previous residence they left in good standing;
  - iv. The aide and the participant will maintain separate finances.

- v. The live-in aide shall not contribute to the household finances, pay for household bills or expenses or maintain household utilities in their name.

In the event of moves, termination or death of the participant, Live-in aides will not be considered as a remaining member of the tenant family. Because a live-in aide only lives in the unit for the purposes of providing services for a person with a disability, the aide has no right to continuing living in the unit if the person with disabilities moves out or if the person with disabilities no longer is eligible for the aide. Occasional, intermittent, multiple, or rotating care givers typically do not meet the definition of a live-in aide. In properties owned and managed by the Authority, a live-in aide must also sign a Live-in aide Lease Addendum.

### **Certification for Live-in Aide**

HUD regulations (24 C.F.R. §5.403) define a live-in aide as a person who resides with one or more elderly persons, or near-elderly<sup>3</sup> persons, or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the person(s);
2. Is not obligated for the support of the person(s); and
3. Would not be living in the assisted housing unit except to provide the necessary supportive services.

I \_\_\_\_\_ certify that:  
(Name of participant)

I have selected \_\_\_\_\_ as my live-in aide.

The live-in aide is qualified to provide the needed care.

The live-in aide was not part of the household prior to receiving program assistance.

There is no other reason for the live-in aide to reside in the unit.

The aide must demonstrate they have a previous residence they left in good standing.

The live-in aide and I will maintain separate finances.

The live-in aide shall not contribute to the household finances, pay for household bills or expenses or maintain household utilities in their name.

I understand that a live-in aide is not a member of the assisted family. Because a live-in aide only lives in the unit for the purposes of providing services for a person with a disability, the aide has no right to continuing living in the unit if the person with disabilities moves out or if the person with disabilities no longer is eligible for the aide. I understand that any misrepresentation on this certification or in connection with the process to approve a live-in aide is considered fraud and thereby grounds for program denial and/or termination and requirement to repay the Authority any amounts overpaid on my behalf.

Participants Name \_\_\_\_\_

Participant Signature \_\_\_\_\_

Live-in Aide Name \_\_\_\_\_

Live-in Aide Signature \_\_\_\_\_

Date of Signature \_\_\_\_\_

<sup>3</sup> Near-elderly family means a family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two (2) or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

**RESOLUTION #19-89**

**RESOLUTION AUTHORIZING AN AMENDMENT TO REVISE THE  
THE PUBLIC HOUSING ADMISSIONS  
AND CONTINUED OCCUPANCY POLICY (ACOP)**

**WHEREAS**, the Housing Authority of Gloucester County (HAGC) complying with federal laws and regulations and HUD requirements, adopted the Public Housing Admissions and Continued Occupancy Policy (ACOP); and

**WHEREAS**, the ACOP Policy is the Authority's written statement of policies used to carry out the Public Housing Program which is for applicants and participants who are extremely low, very-low and low-income families housed in a decent safe and sanitary housing; and

**WHEREAS**, The Housing Authority of Gloucester County ("The Authority") has reviewed the updated policy to be known as the "The Public Housing Admissions and Continued Occupancy Policy or ACOP policy" and has attached a revised version.

**NOW, THEREFORE, BE IT RESOLVED** by the Housing Authority of Gloucester County that the ACOP Policy should be amended to include the attached modifications, will apply to all Public Housing Programs administered by the Housing Authority of Gloucester County and shall supersede all prior resolutions addressing the subject matter of this resolution.

**BE IT FURTHER RESOLVED** that the Executive Director is hereby directed to submit a copy of the revised ACOP Policy to HUD in connection with the Annual Plan submission.

**ADOPTED** at the Meeting of the Housing Authority of Gloucester County Board of Commissioners, held on the 25<sup>th</sup> day of September 2019.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

**ATTEST:**



KIMBERLY GOBER, SECRETARY

DATED: SEPTEMBER 25, 2019



# HOUSING AUTHORITY OF GLOUCESTER COUNTY

## PUBLIC HOUSING PROGRAM

### ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

**LATEST REVISION:  
RESOLUTION #19-89**

**PREVIOUS REVISIONS:  
8-2018  
8-2017  
8-2015**

## **PROGRAM OBJECTIVES AND DESCRIPTION**

The objective of the Public Housing Program is to house extremely low, very low, and low-income families in decent, safe, and sanitary housing. The Housing Authority of Gloucester County owns and manages such housing. The Public Housing Program is intended to promote an environment for such lower income families, which is conducive to healthful living and is based on nondiscrimination on the basis of race, color, national origin, age, sex, or disability, religion or familial status.

Throughout this document, the Housing Authority of Gloucester County shall be referred to as the “Authority” and the United States Department of Housing and Urban Development shall be referred to as “HUD”. Additionally, the term “Program” shall be intended to represent the Public Housing Program.

This Admissions and Continued Occupancy Policy is the Authority’s written statement of policies used to carry out the Public Housing Program in accordance with federal law and regulations, and HUD requirements. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail. All issues related to public housing not addressed in this Policy are governed by Federal Regulations, HUD handbooks and guidebooks, notices and applicable state and local law. The policies contained within this Policy are designed to ensure compliance with the Consolidated Annual Contributions Contract and HUD-approved applications for program funding. This Policy is approved by the Board of Commissioners of the Authority. The Authority will revise this Policy as needed to comply with changes in HUD regulations.

The Authority owns and manages three Public Housing Projects and has followed a philosophy which concentrates the elderly in a multifamily setting, while scattering families so that their subsidy is “invisible” and the families can fully immerse within the community. The Authority complies with all the legal and management responsibilities of a landlord in addition to administering the program in accordance with HUD regulations and the Authority’s Policy.

A description of each project and their respective locations are as follows.

Project 204-1 – This project consists of a total of 62 scattered site single family homes; of which 6 are two bedrooms, 46 are three bedrooms, and 10 are four bedrooms units. These homes are widely scattered throughout Gloucester County. They are located in middle income neighborhoods where households largely have income from employment and there are no concentrations of poverty.

Project 204-3 – This project, known as Carino Park Apartments, is a multifamily dwelling consisting of 100 one-bedroom units for the elderly, near elderly and disabled, and a limited number of disabled families. One of the units is reserved for a resident superintendent.

Project 204-4 – This project, known as Deptford Park Apartments, is a multifamily dwelling consisting of 100 one-bedroom units for the elderly, near elderly and disabled, and a limited number of disabled families. One of the units is reserved for a resident superintendent.



## **NONDISCRIMINATION POLICY**

Federal laws require the Authority to treat all applicants and tenant families equally, providing the same quality of service, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. The Authority will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including: but not limited to:

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination;
- Executive Order 11063;
- Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
- The Age Discrimination Act of 1975, which establishes certain rights of the elderly;
- Title II of the Americans with Disabilities Act of 1990 (ADA) which requires that the Authority to provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces;
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012 and further clarified in Notice PIH 2014-20
- The Violence against Women Act of 2013 (VAWA)
- Any applicable State laws or local ordinances, and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

The Authority shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, that is part of a development under the Authority's jurisdiction covered by a public housing Annual Contributions Contract with HUD.

The Authority shall not, on account of race, color, national origin, sex, religion, familial status, or disability: (a) Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to its needs; (b) Provide anyone housing that is different (of lower quality) from that to provided others; (c) Subject anyone to segregation or disparate treatment; (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program; (e) Treat anyone differently in determining eligibility or other requirements for admission; (f) Deny anyone access to the same level of services ii; or (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

The Authority shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.

The Authority will correct situations or procedures that create a barrier to equal housing opportunity for all to permit people with disabilities to take full advantage of the PHA's housing program and non-housing programs, in accordance with Section 504, and the Fair Housing Amendments Act of 1988. The Authority will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP). LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English.

The Authority is committed to full compliance with applicable Civil Rights laws, the Authority will provide Federal/State/local information to applicants/tenants of the Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. If an applicant/tenant family believes that any family member has been discriminated against by the Authority, the family should advise the Authority. HUD requires the Authority to make every reasonable attempt to determine whether the applicant or tenant family's assertions have merit and take any warranted corrective action. The Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Authority will also assist them in completing the forms if requested and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

Upon receipt of a housing discrimination complaint, the Authority is required to: Provide written notice of the complaint to those alleged and inform the complainant that such notice was made; Investigate the allegations and provide the complainant and those alleged with findings and either a proposed corrective action or an explanation of why corrective action is not warranted and keep a record of all complaints, investigations, notices, and corrective actions.

People who believe they have experienced discrimination may file a complaint by contacting HUD's Office of Fair Housing and Equal Opportunity at (800) 669-9777 (voice) or (800) 927-9275 (TTY). Housing discrimination complaints may also be filed by going to [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing).

## **Policies Related to Persons with Disabilities**

The Authority is committed to ensuring that the policies and procedures of its programs do not deny individuals with disabilities the opportunity to participate in, or benefit from, those programs. The Authority is also committed to ensuring that its policies and procedures do not otherwise discriminate, on the basis of disability, in connection with the operation of those programs, services and activities. A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice or program that provides a qualified individual with a disability the opportunity to participate in or benefit from one of the Authority's programs.

### **a. Definitions**

A person with a disability, as defined by the Federal Fair Housing Act, is an individual who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment or is regarded as having such an impairment. As used in this definition, the phrase "physical or mental impairment" includes:

(1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. 24 C.F.R. § 100.201.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing and learning. 24 C.F.R. § 100.201.

The definition of disability does not include: current users of illegal controlled substances, people whose alcohol use interferes with the rights of other, a person with any disability whose tenancy poses a direct threat to the health or safety of others unless that threat can be controlled with a reasonable accommodation, Juvenile offenders and sex offenders by virtue of that status are not persons with disabilities protected by the Fair Housing Act.

### **b. Requesting a Reasonable Accommodation**

A person with a disability may request a reasonable accommodation at any time. The individual, The Authority, or another person identified by the individual, must reduce all requests for reasonable accommodation(s) to writing. The person must explain what type of accommodation is required to provide the person with the disability full access to the Authority's programs and services. Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be

inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the needs of the individual.

c. Verification of Reasonable Accommodation Request

Before providing an accommodation, the Authority must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the Authority programs and services. The Authority will request third-party verification to support the need for a reasonable accommodation. Third-party verification must be obtained from a Qualified Individual. A Qualified Individual can be a doctor or other medical professional, a peer support group, a non-medical service agency, a caseworker, a vocational/rehab specialist, counselor, or a reliable third party who is in a position to know about the individual's disability. The Authority must request only information that is necessary to evaluate the disability-related need for the accommodation. The Authority will not inquire about the nature or extent of any disability. In the event that the Authority does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, the Authority will dispose of it. In place of the information, the Authority will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information.

In addition, the Authority may request that the individual, or the individual's health care provider, provide suggested reasonable accommodations. If a person's disability is obvious, or otherwise known to the Authority, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required.

d. Denial of Request for Reasonable Accommodation

The Authority can deny a request for reasonable accommodation if the request was not made by or on behalf of a person with a disability or if there is no disability-related need for the accommodation. Further, a requested accommodation can be denied if one of the following would occur as a result: A violation of state and/or federal law; A fundamental alteration in the nature of the Authority's housing program; An undue financial and administrative burden on the Authority. All denials will be reduced in writing and will identify the reason for the denial. In the event the accommodation is denied, the Authority will discuss with the requester whether there is an alternative accommodation that would effectively address the requester's disability-related need without a fundamental alteration of the Authority's operation and without imposing an undue burden.

## **RECEIPT AND INITIAL PROCESSING OF PRE-APPLICATIONS**

The Authority will receive and process applications in a way that treats all applicants fairly and consistently. At the discretion of the Executive Director, the Authority will accept pre-applications for assistance on an as needed basis between 8:00 a.m. and 5:00 p.m. on regular business days. The Executive Director will review the waiting lists and determine whether pre-applications will be accepted and the length of time to accept pre-applications. The pre-applications may be received by mail, through [www.hagc.org](http://www.hagc.org) or in person at the following locations:

**The Housing Authority of Gloucester County – Main Office**

100 Pop Moylan Blvd, Deptford, New Jersey 08096

**Carino Park Apts.**

100 Chestnut Street, Williamstown, New Jersey 08094

**Colonial Park Apts.**

401 S. Evergreen Avenue, Woodbury, New Jersey 08096

**Nancy J. Elkins Seniors Housing**

100 Pop Moylan Blvd, Deptford, New Jersey 08096

**Shepherd's Farm Senior Housing**

981 Grove Road, West Deptford NJ 08086

OR Online at <http://www.hagc.org>

These pre-applications will contain sufficient information for the Authority to make preliminary determinations of eligibility and local preference status. The pre-applications will be date and time stamped upon receipt by the Authority. If the pre-application does not contain sufficient information to make a preliminary determination of eligibility, the applicant will be notified to submit the needed information. The date and time stamp utilized for placement on the waiting list is based on a properly completed pre-application.

All applicants will have the opportunity to apply for any applicable program administered by the Authority.

Applicants will be mailed a confirmation of receipt of their pre-applications after their names are placed on the waiting list. If the information on the pre-application shows the applicant to be obviously ineligible, the confirmation letter will state the reasons for the determination of ineligibility and offer the applicant the opportunity for an informal hearing as well as information on how to arrange for the informal hearing

The Authority will take steps to ensure that the application process is accessible to those people who might have difficult complying with the normal, standard application process. This may include people with disabilities or persons with limited English proficiencies The Authority will consider requests for Reasonable Accommodations to the needs of individuals with disabilities and reasonable steps to ensure equal access for LEP persons. Authority shall act in accordance with its Language Assistance Plan

## **ORGANIZATION AND SELECTION FROM WAITING LIST**

Applicants for whom the waiting list is open must be placed on the waiting list unless the Authority determines the family to be ineligible. Where the family is determined to be ineligible, the Authority must notify the family in writing. All registrants will be placed on the waiting list based on the date and time of application. There will be one waiting list maintained for each bedroom size (1 bedroom through 4 bedrooms). The Authority will assign families on the waiting list according to the bedroom size for which a family qualifies as established in its occupancy standards.

The waiting lists will be assembled in sequential order by date and time of registration, with annual income and any special needs (such as barrier free access) indicated. Placement on the waiting list does not indicate that the family is, in fact, eligible for admission. Families are selected from the wait list according to date and time of application.

A local residential preference will be given to applicants, whose head, co-head, or spouse at the time of registration, are residents of, working, or hired to work in the operating jurisdiction of the Authority. Please note the following with respect to specifically how the local preference shall be administered. Applicants are provided 1 point for a local preference.

1. An applicant who is a resident 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. The Authority must be able to obtain objective, third party documentation of the residence or employment at the time of application.
2. An applicant who lives and works outside the operating jurisdiction of the Authority is not eligible for the local preference.
3. 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 that they have moved into or obtained employment in the operating jurisdiction. The applicant must, at the time of eligibility determination, live or work within the operating jurisdiction of the Authority. The Authority must be able to obtain objective, third party documentation that the applicant has moved into or works within the operating jurisdiction of the Authority.
4. An applicant who lives and works outside the operating jurisdiction of the Authority at the time their application is received by the Authority and subsequently notifies the Authority that they have moved into or begun working within the operating jurisdiction of the Authority; but is not a resident of or working within the operating jurisdiction at the time of eligibility determination shall be denied a local preference.
5. 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 with physical disabilities will be given priority consideration for units with physical modifications suited for their disability. The operating jurisdiction of the Authority is comprised of the following:

Clayton Borough, Deptford Township, East Greenwich Township, Elk Township, Franklin Township, Glassboro, Greenwich Township, Harrison Township, Logan Township, Mantua

Township, Monroe Township, National Park, Paulsboro, Swedesboro, Washington Township, West Deptford Township, Westville, Woodbury City, Woodbury Heights, Woolwich Township.

When neither the head of household, co-head or spouse resides in, works in, or have been hired to work in, one of the above participating communities, a pre-application from that household will be considered a non-resident pre-application.

The Authority shall also provide a preference for the elderly and near-elderly disabled households at Carino and Deptford Park Apartments. Applicants are provided 1 point for this preference. An Elderly household is defined as one whose head, co-head, or spouse is 62 years of age or older. A Near-Elderly Disabled household is defined as one whose head, co-head, or spouse is between the ages of 50 and 62 years and the head, co-head, or spouse is disabled.

Applicants with the highest number of preferences shall be given priority in selection from the waiting list. When selecting applications from the waiting lists, the second consideration shall be the targeting requirements as fully described in Eligibility Criteria.

The Authority shall send interview letters to applicants on the waiting lists first considering the date and time of registration. Those applicants who are entitled to preferences as described above shall be placed on the waiting list ahead of those applicants who do not meet the criteria to qualify for a preference.

### **MAINTAINING THE WAITLIST**

It is the policy of the Authority to administer the wait lists as required by HUD regulations. The waiting lists will be opened or closed at the discretion of the Executive Director considering the available funding, length of the wait lists, and whether the waiting list includes a sufficient number of extremely low-income families. See *Equal Housing Opportunity Policy for Policies on Affirmative Marketing/Outreach to Families* for the Authority's practice on encouraging full participation of the public when the wait lists are opened. When the Executive Director determines that the waiting lists contain an adequate pool for use of available program funding, the Authority may stop accepting new applications and close the waiting lists. When the wait list is closed, the Authority will not maintain a list of individuals who wish to be notified when the wait list is re-opened.

While the family is on the waiting list, the family must report to the Authority changes in family size or composition, preference status, contact information, including current residence, mailing address, income and phone number. All changes must be reported in writing within 14 calendar days of the change. Failure to keep the Authority informed of all changes of address will prevent the Authority from contacting an applicant, and leaves the Authority no alternative but to remove the applicant from the waiting list. In the event this happens, the applicant has 30 days to request an Informal Hearing, failure to do so makes it necessary for the applicant to file a new application. See Section on Removal from the Wait List.

## **ELIGIBILITY CRITERIA**

The Authority will take the necessary steps to ensure that every individual and family admitted to the programs meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the Authority to confirm eligibility and determine the level of the family's assistance.

An applicant is qualified if he/ she meets all the following criteria:

- 1) Is a **family**, as defined by this policy;
  - a. For the purposes of this document, a family may consist of any group of persons that are related by blood, marriage, operation of law, or have evidenced a stable family relationship over a period of time to the satisfaction of the Authority by sharing expenses, family responsibilities, and a residency; and whose incomes and resources are jointly available to meet the needs of the family.
  - b. An elderly or disabled family is family whose head, co-head, spouse, or sole member is at least sixty-two years of age or who is physically, mentally, or developmentally disabled in accordance with Section 223 of the Social Security Act or Section 102b(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970.
  - c. A near-elderly family is a family whose head, co-head, spouse, or sole member is a least fifty years of age but below the age of sixty-two years.
  - d. A full-time college student of a non-parental/guardian household may be considered a family if the student is of legal age or an emancipated minor under NJ State Law. The student must provide verification to the satisfaction of the Authority. Each college student within a household must provide a written and signed certification that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian(s) and the amount of support. The Authority must verify via independent third-party verification, preferably written, all amounts anticipated to be received outside of the family during the 12-month period following admission and the effective date of the annual reexamination. The college student must have established a household separate from his/her parents or legal guardians for at least one year prior to applying to the Public Housing Program. The Authority must obtain evidence of separate households by reviewing/verifying the address information that predates the student's application by a minimum of one year. The college student must not be claimed as a dependent by his/her parent(s) or legal guardian(s) on their IRS tax return. The Authority must request a copy of the college student's Form 1040EZ, 1040A, or 1040 tax return, as applicable, for the prior year. The Authority may also, if practicable, review the college student's parents' or guardians' tax return. The college student must supply any information the Authority or HUD determines



is necessary in the administration of the Public Housing Program. The Authority must verify, through independent third party, all financial assistance from federal and state grants and/or loans, academic scholarships, and work-study program wages paid directly to the student or the education institution. Amounts shall be counted in the determination of annual income in accordance with HUD regulations and any requirements as specified in appropriations' acts. For the 2005 Appropriations Act, the Authority will deny Public Housing Assistance to persons receiving athletic scholarship assistance for housing costs exceeding \$5,000 annually.

- 2) **Have Income at or below HUD-specified income limits.** HUD is required by law to establish income limits that determine the income eligibility of applicants for HUD's assisted housing programs, including the public housing program. The income limits are published annually and are based on HUD estimates of the median incomes for families of different sizes in a particular area or county. The Authority must also maintain the Public Housing Income Targeting Requirements, as described below. Not less than 40% of the new families admitted into the Program must have incomes at or below 30% of the area median income (extremely-low income) for the appropriate family size, as determined by HUD. In order to achieve the income targeting requirement of not less than 40% of new admissions, families with incomes greater than 30% of the area median income will be temporarily skipped on the waiting list. Once the new admissions in to the Public Housing Program have exceeded the 40% requirement, those families that had been temporarily skipped, with incomes greater than 30% of the area median income, but who still meet the other income criteria as described below, will be selected from the waiting list. The number of families selected from the group that had been temporarily skipped will vary in order to be in compliance with the requirement that at least 40% of the new families admitted must have incomes at or below 30% of the area median income. For admission into the Public Housing Program, the Authority may establish and use criteria for selection of residents for units in developments that will produce a mix of incomes in the developments, subject to the above provisions.

**A. Other income eligibility criteria for Project 204-1**

Since the units of this project were available to lease prior to 1981, the anticipated annual income of not more than 25% of the new families admitted must not exceed 80% of the area median income (low income) other than very low-income families. The number of families selected from the group that had been temporarily skipped will vary in order to be in compliance with the requirements that at least 40% of the new admissions must have incomes at or below 30% of the area median income, no more than 25% are at or below 80%, and the remaining new admissions have incomes at or below 50% of the area median income (very low income).

- B. Other income criteria for Projects 204-3 and 204-4** Since the units of these projects were available to lease after 1981, the Authority may permit no more than 15% of the new families admitted to have annual income at or below 80% of the area median income (low income) other than very low income families. The number of families selected from the group that had been temporarily skipped (as described in paragraph

2 above) will vary in order to be in compliance with the requirements that at least 40% of the new admissions must have incomes at or below 30% of the area median income, no more than 15% are at or below 80%, and the remaining new admissions have incomes at or below 50% of the area median income (very low income).

- 3) **Qualify on the basis of citizenship or the eligible immigrant status of family members.** Housing assistance is available only to individuals who are U.S. citizens, U.S. Nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance. All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. The Authority will verify the status of applicants at the time other eligibility factors are determined.

HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, co-head, and any other family member 18 or older, and by a parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status. No declaration is required for live-in aides, foster children, or foster adults.

U.S. Citizens and Nationals In general, citizens and nationals are required to submit only a signed declaration that claims their status. However, HUD regulations permit the Authority to request additional documentation of their status, such as a passport. Family members who declare citizenship or national status will not be required to provide additional documentation unless the Authority receives information indicating that an individual's declaration may not be accurate.

Eligible Noncitizens In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with the Authority's efforts to verify their immigration. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance. Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].

Ineligible Noncitizens Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or co-head (regardless of citizenship status), indicating their ineligible immigration status. The Authority is not required to verify a family member's ineligible status and is not required to report an individual's unlawful

presence in the U.S. to the United States Citizenship and Immigration Services (USCIS). Providing housing assistance to noncitizen students is prohibited. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

Mixed Families A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered mixed families. Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination. See Chapter 6 for a discussion of how rents are prorated, and Chapter 14 for a discussion of grievance hearing procedures.

- 4) **Provide social security number information for household members as required.** The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. If a child under age 6 has been added to an applicant family within the 6 months prior to program admission, an otherwise eligible family may be admitted to the program and must disclose and document the child's SSN within 90 days of admission. These requirements do not apply to noncitizens who do not contend eligible immigration status. In addition, each participant who has not previously disclosed an SSN, has previously disclosed an SSN that HUD or the SSA determined was invalid, or has been issued a new SSN must submit their complete and accurate SSN and the documentation required to verify the SSN at the time of the next interim or annual reexamination or recertification. Participants age 62 or older as of January 31, 2010, whose determination of eligibility was begun before January 31, 2010, are exempt from this requirement and remain exempt even if they move to a new assisted unit. The Authority must deny assistance to an applicant family if they do not meet the SSN disclosure and documentation requirements.
- 5) **Consent to the Authority's collection and use of the family information as provided for the Authority provided consent forms.** HUD requires each adult family member and the head of household, spouse or co-head regardless of age, to sign HUD's consent form, Authorization for the Release of Information/Privacy Act Notice, and other consent form as needed to collect information relevant to the family's eligibility and level of assistance. The Authority must deny admissions to the program if any member of the applicant family fails to sign and submit required consent forms.
- 6) **Meet the Applicant Selection Criteria as described in this Policy.**

### **SCREENING APPLICANTS FOR CRIMINAL ACTIVITY**

The Authority will perform criminal background checks and credit checks for all adult household members, 18 years and older. The Authority will also use the Dru Sjodin National Sex Offender

database, and any other State Sex Offender database, and criminal records information from a state or local agency to screen applicants for admission. Additionally, the Authority will ask whether the applicant, or any member of the applicant's household, is subject to a lifetime registered sex offender registration requirement in any state. If the Authority proposes to deny admission based on a criminal record or on lifetime sex offender registration information, the Authority will notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission. The Authority will obtain information from drug abuse treatment facilities to determine whether any applicant family's household members are currently engaging in illegal drug activity only when the Authority has determined that the family will be denied admission based on a family member's drug-related criminal activity, and the family claims that the culpable family member has successfully completed a supervised drug or alcohol rehabilitation program.

See The Authority's "*One Strike and You're Out*" Policy for Policy regarding prohibited activity resulting in a denial of assistance or termination of household and the Authority's Policy and Procedures governing denials/terminations on the basis of drug-related and other criminal activity.

### **SCREENING APPLICANTS FOR ADMISSIONS**

Applicant families will be evaluated to determine whether, based on their past behavior, such behavior could reasonably be expected to result in non-compliance with the Public Housing Lease. The Authority defines recent conduct to include any conduct within the last five years. The Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have detrimental effect on the development environment, other tenants, the Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

1. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, the Authority will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:
  - (a) To pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
  - (b) To care for and avoid damaging the unit and common areas;
  - (c) To use facilities and equipment in a reasonable way;
  - (d) To create no health, or safety hazards, and to report maintenance needs;
  - (e) Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;

(f) Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and

(g) To comply with necessary and reasonable rules and program requirements of HUD and the Authority.

2. How the Authority will check ability to comply with essential lease requirements:

(a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with the Authority's Procedure on Applicant Screening. Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the Authority.

(b) The history of applicant conduct, and behavior must demonstrate that the applicant family can reasonably be expected not to:

- (i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
- (ii) Adversely affect the physical environment or financial stability of the project;
- (iii) Violate the terms and conditions of the lease;
- (iv) Require services from the Authority staff that would alter the fundamental nature of the Authority's program.

(c) The Authority will conduct a detailed interview of all applicants using an interview checklist as a part of the screening procedures. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification.

(d) The Authority will complete a credit check and a rental history check on all applicants. Credit ACCU score of more than 73.3 will result in a denial.

(e) Payment of funds owed to the Authority or any other housing authority is part of the screening evaluation. The Authority will reject an applicant for unpaid balances owed to the Authority by the applicant for any program that the Authority operates.

(f) The Authority will complete a criminal background check on all adult applicants or any member for whom criminal records are available. Before the Authority rejects an applicant on the basis of criminal history, the Authority must notify the household of the proposed rejection and provide the household member whose criminal history is at issue with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

(g) If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, the Authority may seek information from a drug abuse treatment facility to determine whether the facility has reasonable cause to believe the

household member is currently engaging in illegal drug use.

(h) The Authority will complete a home visit on all 204-1 applicants that have passed criminal history screening. Staff completing the home visit will consider whether the conditions they observe are the result of the applicant's treatment of the unit or are caused by the unit's overall substandard condition.

(i) Housekeeping criteria to be checked shall include, but not be limited to: Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable); Cleanliness in each room; and General care of appliances, fixtures, windows, doors and cabinets. Other lease compliance criteria will also be checked, such as: Evidence of destruction of property; Unauthorized occupants; Evidence of criminal activity; and Conditions inconsistent with application information.

(j) The Authority's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant's adult family members':

- Past performance in meeting financial obligations, especially rent and utility bills.
- Record of disturbance of neighbors (sufficient to warrant a police call) destruction of property or living or housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors.
- History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development. The Authority may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection; - The Authority may, if a statute requires that the Authority prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.
- A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
- An applicant's ability and willingness to comply with the terms of the Authority's lease.

### **DENIAL OF ADMISSION**

A family that does not meet the eligibility criteria discussed in eligibility screening above must be denied admission. In addition, HUD requires or permits the Authority to deny admission based on certain types of current or past behaviors of family members as discussed in Suitability for Tenancy Screening. The Authority is limited by the Violence against Women Act of 2013 (VAWA), which expressly prohibits the denial of admission to an otherwise qualified applicant on the basis that the

applicant is or has been the victim of domestic violence, dating violence, sexual assault, or stalking. The Authority will use the preponderance of the evidence as the standard for making all admission decisions. Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

HUD requires the Authority to deny assistance in the following cases:

- Any member of the household has been evicted from federally-assisted housing in the last 3 years for drug-related criminal activity. However, the Authority will admit an otherwise-eligible family who was evicted from federally assisted housing within the past 3 years for drug-related criminal activity, if the Authority is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by the Authority, or the person who committed the crime is no longer living in the household. The Authority determines that any household member is currently engaged in the use of illegal drugs. Drug means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802]. Currently engaged in the illegal use of a drug means a person has engaged in the behavior recently enough to justify a reasonable belief that there is continuing illegal drug use by a household member
- The Authority has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. In determining reasonable cause, the Authority will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A conviction will be given more weight than an arrest. A record of arrest(s) will not be used as the basis for the denial or proof that the applicant engaged in disqualifying criminal activity. The Authority will also consider evidence from treatment providers or community-based organizations providing services to household members.
- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program. Should the Authority's screening process reveal that an applicant's household includes an individual subject to state lifetime registered sex offender registration, the Authority must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the Authority must deny admission to the family.

#### Other Reasons for Denial of Admissions

- If any household member is currently engaged in or has engaged in any of the following criminal activities in Violation of the Authority's One Strike Policy.
- An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will

result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

- Previous Behavior as discussed in the Section on Screening for Suitability of Tenancy.

### **REMOVAL FROM WAITING LIST**

Applications found ineligible for assistance and/or withdrawn for any reason are removed from the active list. These applicants will not be denied the opportunity to file a new application when the waiting list is open. A family cannot receive assistance in more than one assistance program at the same time. Further, Applicant families may be removed from the waiting list for the following reasons:

- If there is no response to the Interview Letter within 10 calendar days of the date of the letter.
- If the family misses 2 scheduled interview appointments.
- If an applicant has notified the Authority, in writing, that they are no longer interested in the program.
- Failure to notify the Authority, in writing, of any address changes resulting in non-responsiveness of the applicant.
- The applicant does not meet either the eligibility or suitability criteria for the Program as described this Policy.
- Applicant was clearly advised of a requirement to notify the Authority of continued interest, but has failed to do so.
- The Applicant accepts an offer for Public Housing.

The provisions of this policy are not intended to violate the rights of disabled persons. Persons who fail to respond to the Authority's attempts to contact them because of verified situations related to a disability shall be entitled to reasonable accommodation in accordance with HAGC's *Disability Policy*. In such circumstances the Authority shall reinstate these individuals to their former waiting list positions. The Violence against Women Act of 2013(VAWA) and HUD Regulations prohibit the Authority from denying an applicant admission to the Programs "on the basis that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant otherwise qualified for assistance or admissions."

All applicants will be notified by letter mailed to their most recent address on file, of the Authority's intention to remove the applicant from the waiting list. The letter further explains the applicant family's right to an informal review, which must be requested by the family, in writing, within 30 calendar days of the date of the letter.

### **INFORMAL REVIEW PROCEDURES FOR APPLICANTS**

The informal review procedures for applicants are more fully described in the Authority's *Grievance Procedures Policy*.

### **VERIFICATION OF INFORMATION**

The Authority will verify all information that is used to establish the family's eligibility and level



of assistance and will obtain written authorization from the family in order to collect the information. If any family member who is required to sign a consent form fails to do so, the Authority will deny admission to the applicant and terminate the lease of the tenant. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The Authority will follow verification guidance issue by HUD as provided in HUD Notice PIH 2010-19 and any subsequent guidance issued by HUD. Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 days of the date they are provided to the Authority. The documents must not be damaged, altered or in any way illegible. Any family self-certifications must be made in a format acceptable to the Authority and must be signed in the presence of an Authority representative or notary public.

The Authority maintains an electronic file for each applicant, participant and owner. The electronic file shall be considered the official file. The Authority also maintains a paper file, the purpose of which is to support the electronic file. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the Authority has followed all of the verification policies set forth in this Policy. The Authority will document, in the family file, the following:

- Reported family annual income;
- Value of assets;
- Expenses related to deductions from annual income;
- Other factors influencing the adjusted income or income-based rent determination.

When the PHA is unable to obtain third-party verification, the Authority will document in the family file the reason that third-party verification was not available

<b>Verification Factor</b>	<b>Form of Documentation</b>
Name	A form of government issued identification such as a birth certificate, driver's licenses, or identification card.
Age	Government issued documentation such as a birth certificate driver's licenses, or identification card that includes a birth date.
Married	Certificate of marriage or license
Divorced	Copy of certified divorce decree
Separated	Copy of certified, court-order maintenance award (if legal) or a notarized statement declaring separation
Full-Time Dependent Student	Current school records documenting a student's status as full-time at a degree or certificate granting institution. This requirement applies only to household members 18 years and older.
Employment Income	The Authority will check the Enterprise Income Verification database (EIV) to verify sources of income and benefits. Most recent paycheck stubs (consecutive: six for weekly pay, three for biweekly or semi-monthly pay, two for monthly pay); employer-generated salary report or letter stating current annual income, W-2 forms if the applicant has had the same employer for at least two years and increases can be accurately projected; earnings statements; and most recent federal income tax statements are required. Verification must specify: Beginning date of employment; amount of pay; frequency of pay; effective date of last pay increase; and probability and effective date of any increase during the next 12 months.
Self-employment, Gratuities, Seasonal or	Form 1099, 1040/1040A or Schedule C of 1040 showing amount earned and employment period; U.S. Internal Revenue Service (IRS) transcripts will be required.

Sporadic	Additionally, signed self-certifications, IRS letter of non-filing or full income tax returns may be required.
Business Income	IRS Form 1040 with schedules C, E or F; financial statements; any loan application or credit report listing income derived from business during the preceding 12 months.
Rental Income	Copies of recent bills, checks or leases to verify income; tax assessment information; insurance premiums; receipts for maintenance and utility expenses; bank statements.
Dividend and Interest Income	Copies of current bank statements, bank passbooks, certificates of deposit showing current rate of interest; copies of IRS form 1099 from the financial institution and verification of projected income for the next 12 months; broker's quarterly statements showing value of stocks, bonds and earnings credited to the applicant; tax forms to indicate earned income tax credits.
Interest from Sale of Real Property	Amortization schedule with amount of interest earned in next 12 months
Social Security and Supplemental Security Income (SSI)	Annual award letter signed by authorizing agency.
Public Assistance Benefits	Original benefit letter signed by authorizing agency; copies of checks or records from agency stating payments, dates, pay period and benefit schedule;
Recurring Contributions or Gifts	Copies of checks received by the applicant or a self-certification that contains the following information: the person who provides the gifts; the value of the gifts; the regularity (dates) of the gifts; and the purpose of the gifts
Family Assets	Passbooks, checking or savings account statements, certificates of deposit, stock or bond documents or other financial statements; documents related to retirement funds; opinions from attorneys, stockbrokers, bankers and real estate agents verifying penalties and reasonable costs incurred to convert assets to cash.
Real Property	Copies of real estate tax statements; copies of real estate closing documents, which indicate distribution of sales proceeds and settlement costs; mortgage statements, a copy of a deed, utility bills for rental property and any other documents to establish the current value of any property
Trust	In the event that a participant is owner of a trust but does not receive income from that trust, proper documentation such as a "trust instrument" that explains that the participant does not, or cannot, receive income from the trust, must be submitted.
Disability Income/Workers Compensation	Benefit letter from authorizing agency indicating pay rate and period over which payments will be made; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term
Pension	Benefit letter from authorizing agency; copies of checks or records from agency stating payments, dates, pay period and duration of benefit term.
Alimony and/or Child Support	Copies of recent checks, recording the date, amount and check number of alimony or child support payment; a court ordered support schedule; recent letters from the court.
Education Scholarships	Award letters showing the scholarship's purpose, amount and dates of the awards.
Medical Expense	Acceptable forms of documentation of medical expenses include but are not limited to: copies of cancelled checks that verify payments on outstanding medical bills that will continue for the next 12 months; income tax forms which itemize medical expenses that are expected to continue over the next 12 months; copies of cancelled checks that verify payments to a live-in aide; receipts or ticket stubs which verify transportation expenses directly related to medical care; written verification by a doctor, hospital or clinic personnel of the anticipated medical costs to be incurred by the family and regular payments due on medical bills; written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
Childcare Expenses	Verification of childcare expenses must include the childcare provider's name, address and telephone number, the names of the children cared for, the number of hours the childcare occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. The Authority will require as documentation copies of receipts or cancelled checks indicating childcare payments. If the childcare provider is an

	individual, that person must provide a notarized statement of the amount they are charging the family for their services
Assistance to Persons with Disabilities	Written certification from a reliable professional that the disabled person requires the services of an attendant and/or the use of any auxiliary apparatus permitting him/her to be employed or function with sufficient independence thus enabling another family member to be employed; family's certification as to how much if any amount of reimbursement for any of the expenses of disability assistance they receive; and the following documentation: Attendant Care: • Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided; and • Certification of family and attendant and/or copies of cancelled checks family used to make payments. Auxiliary Apparatus: • Receipts for purchase or proof of monthly payments and maintenance expenses for auxiliary apparatus; and • In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.
Residency	At least two of the following documents: <ul style="list-style-type: none"> <li>• Utility bill (electric, water, refuse, telephone, cable, or gas)</li> <li>• Checking or savings account statement from a bank or credit union</li> <li>• High school or college report card or transcript containing your address</li> <li>• Lease or rental agreement</li> <li>• Property tax bill, statement or receipt</li> <li>• Letter or official correspondence from IRS or state tax office, or any federal or local government agency</li> <li>• Deed/Title</li> <li>• Mortgage</li> <li>• Insurance Policy</li> <li>• Voters registration Card</li> <li>• Pay Stub</li> <li>• Pension or retirement statement</li> <li>• Court Order</li> <li>• New Jersey Driver's License or ID Card</li> <li>• Military Service Records</li> <li>• Federal/State Tax Return</li> <li>• "In circumstances where the above documentation does not exist, other documents may be deemed acceptable by a supervisor.</li> </ul>
Social Security Numbers	The Authority must accept the following documentation as acceptable evidence of the social security number: <ul style="list-style-type: none"> <li>• An original SSN card issued by the Social Security Administration (SSA)</li> <li>• An original SSA-issued document, which contains the name and SSN of the individual</li> <li>• An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual.</li> </ul> <p>The Authority may only reject documentation of an SSN provided by an applicant or resident if the document is not an original document, if the original document has been altered, mutilated, is illegible, or if the document appears to be forged</p>
Displacement Status	This verification may be obtained from source of displacement project reported

For a family with a net assets equal to or less than \$5,000 the Authority will accept, for the purposes of recertification of income, a family declaration that it has net assets equal to or less than \$5,000,

without taking additional steps to verify the accuracy of the declaration. The family declaration shall be maintained in the tenant file.

### **OCCUPANCY STANDARDS**

Occupancy standards are established by the Authority to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them under underutilization. The following Standards will determine the number of bedrooms required to accommodate a family of a given size:

<b><u>Number of Bedrooms</u></b>	<b><u>Minimum Persons</u></b>	<b><u>Maximum Persons</u></b>
<b>0</b>	<b>1</b>	<b>1</b>
<b>1</b>	<b>1</b>	<b>2</b>
<b>2</b>	<b>2</b>	<b>4</b>
<b>3</b>	<b>3</b>	<b>6</b>
<b>4</b>	<b>4</b>	<b>8</b>

Dwellings will be so assigned that, except possibly in the case of infants or very young children, it will not be necessary for persons of opposite sex, other than husband and wife, to occupy the same bedroom. A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family. An unborn child will not be counted as a person in determining unit size. The Authority will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school. Although, the Authority does determine the size of the unit the family qualifies for under these occupancy standards, the Authority does not determine whose shares a bedroom or sleeping room.

The Authority will consider granting exceptions to the occupancy standards at the family's request if the Authority determines the exception is justified by the relationship, age, sex, health or disability of family members, or other personal circumstances. All requests for exceptions must be submitted in writing. The Authority will not grant any exceptions in violation of local housing or occupancy codes, regulations or law. Exceptions must be supported by the appropriate documentation with requests based on health-related reasons verified by a knowledgeable professional source.

When a family is actually offered a unit, if they no longer qualify for the unit size where they were sub listed, they will be moved to the appropriate sub list, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.

### **ASSIGNMENT POLICIES**

It is the intention of this Assignment Policy to maximize the use of Public Housing Units and to reduce vacancy loss

1. Once the applicants have been determined eligible by the AHO Department, the AHO

Department shall make offers to eligible applicants generally in the order the files were determined eligible by the AHO Department. The date and time of application function as a tiebreaker for all files received on the same date.

The AHO Department may temporarily skip over applicants determined eligible from the Intake Department for the following reasons:

- To satisfy income targeting requirements,
- Not to exceed 15% or 25% of low-income admissions;
- To fill a mobility impaired unit with an approved applicant needing the particular features of the unit;
- To comply with the Authority's Designation Plan limiting occupancy.
- For an applicant who has not completed the screening process or whose file is not current.

The applicants that were temporarily skipped will be offered an available unit as soon as the particular requirement has been fulfilled. The AHO Department is responsible for monitoring the Income Targeting and other income requirements as specified in this policy.

2. Prospective tenants will be assigned to dwelling units in accordance with the Authority's assignment policy to assure equal opportunity and nondiscrimination on the grounds of race, color, sex, national origin and to avoid segregation.

If there is a suitable vacant unit in more than one location, the applicant shall be offered the unit at the location which contains the largest number of vacancies. If the applicant rejects the first vacancy offered, he/she shall be offered a suitable unit at the location containing the next highest number of vacancies. If the applicant rejects two offers, he/she shall be placed at the bottom of the wait list.

The Authority shall make all such offers in sequence and there must be a rejection of a prior offer before the applicant may be offered the second location.

"Bottom of the waiting list" means that the applicant will be assigned a new date/time, that is the date/time on which the applicant rejected the second offer.

"Location" shall refer to one of the four municipalities in which the Public Housing units are located (i.e. Deptford Township, Monroe Township, Washington Township, and West Deptford Township are each considered a location).

- If there is only one location at which a suitable a vacancy exists, the applicant shall be offered a unit at that location and if he/she rejects such offer, he/she shall be given a second offer of a suitable vacancy as soon as one becomes available. If he/she rejects the second offer he/she shall be moved to the bottom of the waiting list.
- If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list. Examples of

“good cause” for refusal of an offer of housing are:

- Inaccessibility to source of employment, education, or job training, children’s day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
- The family demonstrates that accepting the offer will place a family member’s life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
- The unit has lead-based paint and the family has children under the age of seven;
- The unit is inappropriate for the applicant’s disabilities.

3. Prospective tenants will also be assigned to dwelling units in accordance with The Authority’s, “Plan for Designating Deptford Park Apartments (NJ 204-4) and Carino Park Apartments (NJ204-3) for Occupancy by Elderly and Near Elderly/Disabled Households Exclusively HUD Notice PIH 97-12, 3/09/03 and PIH 2002-12, PIH 2005-02”
4. The above assignment provisions will be followed; however, applicants will be offered units within desired municipalities. Applicants will be requested to indicate any municipalities in which they prefer to live on their application form or in writing to the Authority. When units are available, the Affordable Housing Operations staff will first determine the municipality where the vacancy exists, they will then review their pool of eligible applicants for those applicants who expressed a desire to live in that community. Those who expressed such an interest will be offered the unit first, in the order of the date determined eligible by the Affordable Housing Department.

If there are no applicants who expressed a desire to live in the municipality where the vacancy exists or if none of the applicants who did express a desire to live in the municipality where the vacancy exists accepts the offer, then the Affordable Housing Operations staff will make such offers to the remaining pool of eligible applicants, in the order of date/time stamp on the application.

Refusal of the offer will only count as a rejection for those eligible applicants who expressed an interest to live in the specific municipality where the vacancy exists.

5. The Authority shall maintain a record of the vacancies offered, including location, date, and circumstances of each offer and each rejection or acceptance.
6. Applicants must accept or refuse a unit offer within 3 business days of the date of the unit offer. Offers and rejections made verbally will be confirmed in writing.
7. The Authority will take reasonable nondiscriminatory steps to maximize the utilization of accessible units by eligible individuals whose disabilities requires the accessibility feature of

a particular unit. When an accessible unit becomes vacant, before offering such units to a non-disabled applicant the Authority must offer such units:

- First, to a current resident of another unit of the same development, or other public housing development under the Authority's control, who has a disability that requires the special features of the vacant unit and is occupying a unit not having such features, or if no such occupant exists, then
- Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit

## **RENTS**

### **Family Choice of Rent**

Upon admission and usually at the time of the annual reexamination (but in no case less than annually) the Authority shall provide tenants with a choice of options for rent, in accordance with the Quality Housing and Work Responsibilities Act. The choices are an income-based rent or a flat rent.

Those tenants that select the income-based rent shall pay the greatest of (1) 10% of monthly gross income, (2) 30% of monthly adjusted income, or (3) welfare rent (if applicable-Welfare Rent does not apply in this locality).

Those tenants that select the flat rent shall pay a fixed monthly rental amount (not based on the family's income) as determined by the Authority for the particular dwelling unit occupied by the family.

The Authority will provide residents with the amount of the flat rent for the unit and wherever possible, will calculate the income-based rent, or at least provide an estimate, so that the family may make an informed decision.

### **Determination of Flat Rents**

Flat rents are market-based rents. They vary by unit size and type and also by development location. Once each year, at the annual recertification, all residents are offered the choice of paying an income-based rent or the Flat rent. Flat rents represent the actual market value of Authority's housing units. At least annually, the Authority will determine the flat rent amount for each Public Housing dwelling unit size and type. This will be accomplished through a comparability study that utilizes the Section 8 Rent Reasonableness Database to locate 3 comparable unassisted units for each Public Housing unit size and type in order to determine the reasonable market value of each unit size and type. The flat rent of a unit represents the gross amount of rent (it includes the utility allowance).

The Authority shall maintain records regarding the calculation of the reasonable market value for each Public Housing unit size and type. The data from the market survey is broken down as follows.

- 1) Unit Type (i.e. single family, multiple dwelling, or town house);
- 2) Bedroom Size;
- 3) Census Tract; and

#### **4) Zip Code.**

The information obtained for each unit includes items such as contract rent, tenant-supplied utilities, age of unit, and amenities. The gross rent is clearly indicated for each comparable unit.

Information for the market survey is obtained from newspaper and rental advertisements and new listings from landlords. The Authority also makes telephone calls and mails letters to owners participating in the Section 8 Voucher program in order to obtain information such as tenant-supplied utilities that was not included in advertisements.

#### **Financial Hardship**

The Authority will switch the family from a flat rent to an income-based rent when the family experiences a financial hardship. A financial hardship shall be considered if the family experiences, and the Authority is able to verify, any one of the following:

- The income of the family has decreased because of the loss or reduction of employment (it is intended that such loss not be voluntary on the part of the family).
- There is a death in the family which results in a loss of income or assistance.
- There is an increase in the family's expenses for medical costs, childcare expenses, transportation, or education.
- Other circumstances that may be determined by the Authority on a case by case basis.

Although the Authority will immediately switch the family's rent choice, such a change shall be subject to verification procedures as determined necessary for the individual circumstances. Should it be determined by the Authority that a financial hardship did not exist, the family's rent will be retroactively switched back to the flat rent.

#### **Minimum Rents**

The minimum rent for all Public Housing units shall be \$0.

#### **Treatment of Income Changes Resulting from Welfare Program Requirements**

Residents whose welfare assistance is reduced specifically because of fraud, failure to participate in an economic self-sufficiency program, or comply with a work activities requirement, must not have their rent decreased based on the benefit reduction. This is applicable only if the welfare reduction is neither the result of the expiration of a lifetime time limit on receiving benefits nor a situation where the family has complied with the welfare program requirements but cannot obtain employment.

At the request of the tenant for a reduction in rent, the Authority must process an income reexamination. Only after obtaining written notification from the welfare agency that the family's benefits have been reduced because of noncompliance with an economic self-sufficiency program, a work activities requirement, or because of fraud, must the Authority deny the family's request for a rent reduction.



Affected tenants have the right to administrative review through the Authority's grievance procedure. See the Authority's "Grievance Procedures Policy" as contained in the "Agency Plan".

### **Public Housing Exemption of Earned Income for Families Who Start Work or Self-Sufficiency Programs**

In accordance with the Quality Housing and Work Responsibilities Act, the Authority will not increase the annual income of an eligible family as a result of increased income due to employment during the 12-month period beginning on the date on which the employment is commenced. Because the EID is a function of income-based rents, a family paying flat rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID. If the family later chooses to pay income-based rent, they would only qualify for the EID if a new qualifying event occurred. Eligible families are those that reside in a Public Housing dwelling unit:

- Whose income has increased as result of employment of a family member who was previously unemployed for one or more years. For purposes of this provision, "previously unemployed" shall include a person who has earned, in the previous 12 months, no more than what would be received for 10 hours of work per week for 50 weeks at the established minimum wage;
  - Whose employment income increases during the participation of a family member in any family self-sufficiency or other job training; or
  - Who is or was, within the last 6 months, assisted under any state program for temporary assistance for needy families (TANF) funded under Part A of Title VI of the Social Security Act, as determined by the Authority in consultation with the local TANF agency, and whose earned income increases.
- a. Upon the expiration of the 12-month period described above, and upon continued employment, the rent increase must be phased in, so that the rent payable by the family may not be more than 50% of the total rent increase for an additional 12 months.
- b. The Authority may not limit the number of times a family can benefit from the disallowance of earned income.

As an alternative to the disallowance of earned income described above in paragraph a, of this section or the phase-in of rent increase described in paragraph b of this section, the Authority will provide for individual savings accounts for Public Housing families who pay an income-based rent, in accordance with the following:

- The Authority will inform the family of the savings account option when it becomes eligible for the earned income exclusion/phase-in;
- At the option of the family, the Authority will deposit in the savings account an amount equal to the total amount the otherwise would have been applied to the family's rent payment as a result of employment;
- At the approval of the Authority, amounts deposited in a saving account may be withdrawn of the purpose of: Purchase of a home; Paying education costs of family members; Moving out of public or assisted housing; or Paying any other expense authorized by the Authority for the purpose of promoting the economic self-sufficiency of residents of public housing (generally those items authorized by the Family Self Sufficiency Program).

The Authority will maintain the account in an interest-bearing investment and will credit the family with the interest income. The Authority will provide to the family with an annual report on the status of the account. Any balance in the account is the property of the family when they move out provided, they are in compliance with their lease.

### **Ceiling Rents**

The Authority has determined not to implement ceiling rents for Public Housing units.

### **Over-Income Families**

In accordance with the Housing Opportunity Through Modernization Act of 2016, the Authority establishes the following policies:

After a household's income exceeds 120% of the area median income (AMI) for two consecutive years, the Authority will charge the household rent equal to the greater of the Fair Market Rent (FMR) or the amount of their unit's operating and capital subsidy. The Authority shall implement the HUD published over-income limits by household size for each locality established annually. When the Authority determines that a household's income exceeds the over-income limit during an annual or interim income reexamination, the Authority shall document the household's income in order to compare it with the household's income the following year. If the household's income exceeds the over-income limit one year later, the Authority must notify the household in writing that, if their income still exceeds the over-income limit 12 months later, the household will be subject to the Authority's over-income policy. The over-income Policy shall not apply if an over-income household's income falls below the over-income limit before the two-year mark.

## **UTILITY ALLOWANCE SCHEDULES**

The Authority shall maintain utility allowance schedules by unit type and bedroom size for the tenant supplied utilities of each Public Housing dwelling unit, in accordance with Federal Laws and Regulations.

## **TRANSFERS**

Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. A transfer list will be maintained which shall include the date in which the need for a transfer was evidenced by the Authority, number of persons in the unit and unit size.

The order in which families are transferred shall be subject to the hierarchy by category set forth below.

(a) Emergency Transfers are mandatory when the Authority determines that conditions pose an immediate threat to resident life, health or safety. Emergency transfers may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life-threatening nature; or protect members of the household from attack by the criminal element in a particular property or neighborhood.

(b) Category 1 Administrative transfers include mandatory transfers to: remove residents who are witnesses to crimes and may face reprisals; provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; perform work (e.g., repair, modernization, or lead hazard reduction work) above a specified scale and duration that disturbs lead-based paint or controls lead based paint hazards; or permit a family that requires a unit with accessible features to occupy such a unit. These transfers shall take priority over new admissions. Requests for these transfers will be made to the manager with necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by the Authority (e.g. moving a person with mobility problems to a unit with accessible features or temporarily moving residents to a unit free of lead-based paint hazards).

(c) Category 2 Administrative transfers correct serious occupancy standards problems. These transfers will take priority over new admissions. Category 2 transfers will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members over age 4 would equal more than two persons per bedroom. These transfers are mandatory. If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

(d) Category 3 Administrative transfers may be made to: avoid concentration of the most economically and socially deprived families, correct occupancy standards, or address situations that interfere with peaceful enjoyment of the premises. These transfers will not take priority over new admissions.

Residents shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standard transfer in an amount not to exceed a reasonable moving allowance established by the Authority. Transfers requested or required by the Authority, including those for temporary relocation during lead hazard reduction work, and all transfers for reasonable accommodations will be paid for or made by the Authority.

Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship resident or other undesirable conditions as determined by the Executive Director or designee. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

#### Good Record Requirement for Transfers

In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years: • have not engaged in criminal activity that threatens the health and safety of residents and staff; • do not owe back rent or other charges, or evidence a pattern of late payment; • meet reasonable housekeeping standards and have no housekeeping lease violations; and • can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

### **COMMUNITY SERVICE REQUIREMENTS**

The Authority will maintain a policy to implement the community service requirements in

accordance with Federal Laws and Regulations. Please refer to the “*Community Service Plan*” as contained in the “*Agency Plan*”.

### **LEASING OF DWELLING UNITS**

1. All units must be occupied pursuant to a lease that complies with HUD’s regulations. A lease agreement shall be for a term of 12 months and is automatically renewable, except for noncompliance with the community service requirements.
2. The lease shall be signed by all adult members of the household and the Executive Director or his designee prior to the family's admission. A copy of the lease is to be given to the tenant and the original is to be retained in the Tenant's file. Files for households that include a live-in aide will contain file documentation signed by the live-in aide, that the live-in aide is not a party to the lease and is not entitled to Authority assistance.
3. If a tenant family transfers from one dwelling unit to another, a new lease shall be executed for the new dwelling to be occupied.
4. If, through any cause, a signer of the lease ceases to be a member of the tenant family, the lease is to be voided and a new lease agreement executed and signed by the remaining adult members of the family who can qualify as a lessee provided such persons meet the Program requirements and provided the family is otherwise eligible for continued occupancy.
5. The Authority may modify its lease from time to time. However, the Authority must give tenants at least thirty (30) days advance notice of the proposed changes and an opportunity to comment on the changes. The Authority must also consider any comments before formally adopting a new lease. The family will have 30 days to accept the revised lease. If the family does not accept the offer of the revised lease within that 30-day timeframe, the family’s tenancy will be terminated for other good cause.

During the tenure of a Lease Agreement, changes in rent will be made by proper, written notice to the tenant.

### **Showing Units Prior to Leasing**

1. When offering units, the Authority will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will contact the applicant to set up a date to show the unit.
2. Once the unit is shown and the applicant accepts the unit, the manager will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. The form is then sent to the Occupancy department for a “good cause” determination.
3. No lease will have an effective date before the unit is ready for occupancy.

## **REGULAR REEXAMINATIONS**

1. The Authority will complete an annual reexamination of all tenants who choose to pay income-based rent. Approximately 4 months prior to resident's effective reexamination date, the Authority will send a notice informing the resident of their effective date for reexamination and an appointment date/time which the resident must attend. This notice also reminds the resident to bring all necessary documentation for income verification and changes in the family composition to that appointment. Generally, the Authority will schedule annual reexaminations to coincide with the family's anniversary date. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the Authority to request a reasonable accommodation. If the family is unable to attend a scheduled interview, the family should contact the Authority in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend the scheduled interview the Authority will send a second notification with a new interview appointment time. If a family fails to attend two scheduled interviews without Authority approval, the family will be in violation of their lease.
2. At the time of the reexamination, as requested by the Authority, the tenant must furnish such accurate information to the Authority, regarding family composition, employment and family income as may be necessary to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size. Such verification may include, but is not limited to, earning reports from employers, certified copies of State and Federal Income Tax Returns of any member of the household, W-2 Forms, etc.
3. If the tenant does not supply the requested documents to complete the annual reexamination, a notice will be sent to the tenant giving the tenant (10) calendar days to provide the requested information in accordance with the lease. The notice should also inform the tenant that failure to provide the requested information may result in termination of the lease. If the tenant fails to respond within (10) calendar days, eviction proceedings will begin.
4. The length of time from date of admission to date of first reexamination may not exceed (12) months according to current Federal regulations for those tenants who are paying an income-based rent. Therefore, in order to fit a new tenant into the established schedule, the first regularly scheduled reexamination may be conducted in a period of less than 12 months.
5. Each household member age 18 and over will be required to execute a consent form for a criminal background check as part of the annual reexamination process. At the annual reexamination, the Authority will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state.
6. For families who include nonexempt individuals, the Authority must determine compliance with community service requirements once each 12 months
7. Each tenant family is to be notified in writing of any changes required in rent or unit occupied and of any misrepresentations or lease violations revealed by the reexamination, and the corrective action to be taken. For those tenants who choose the flat rent option, they will be required to have their reexaminations performed no less than every 3 years, rather than every year.

8. If a delay in processing was caused by the family, then any increase in rent will be back-charged to the effective date of the anniversary (the regular annual reexamination date). The tenant will still receive written notice of the rent increase. Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by the Authority by the date specified and this delay prevents the Authority from completing the reexamination as scheduled.

9. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 90 days until they have a stable income. Monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. The family must complete a Zero Income Checklist and provide all necessary documentation.

10. Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements (if applicable) are met.

11. Verified information will be analyzed and a determination made with respect to: (i) Eligibility of the resident as a family or as the remaining member of a family; (ii) Unit size required for the family (using the Occupancy Guidelines); and (iii) Rent the family should pay.

12. Residents with a history of employment whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.

### **INTERIM REEXAMINATIONS**

All families, those paying income-based rent as well as flat rent, must report all changes in family and household composition that occur between annual reexaminations (or annual updates). The Authority will conduct interim reexaminations in the following situations:

- There is change in family composition.
- The family's anticipated annual income is believed to have decreased or increased.

The Authority will perform the interim reexaminations within a reasonable time, approximately 30 calendar days, after the family's request. The effective date of the rent change will be the 1<sup>st</sup> of the month succeeding the completed interim reexamination if the tenant rent decreases. If the tenant rent increases, it will be effective the 1<sup>st</sup> of the month after which the family has received 30 calendar days' notice of such increase.

All participant families are required to report all changes of family composition and all changes in source of income to the Authority, in writing, within 14 calendar days after they occur, even if they would not result in an interim reexamination. Failure of families to report required changes

in grounds for termination from the Program and is a violation of the lease which would result in eviction.

The Authority will note in the participants' files cases where it appears as if there are patterns of abuse with respect to income changes (i.e. quitting a job immediately prior to a reexamination and starting a job immediately after the tenant rent has been determined) and take actions as determined necessary on a case by case basis.

Any information reported by the participant families that was not required to be reported, will not be processed until the family's next annual reexamination.

All interim reexaminations are subject to the provisions of, "RENTS", as indicated above.

Verification procedures for interim reexaminations are the same as annual reexaminations, except that only the changes need to be verified. Only the paperwork related to the information that changes must be signed by the tenant and the Authority, as appropriate.

There may be certain cases when a participant family experiences a temporary decrease in income (such as those instances when a wage earner becomes temporarily disabled or temporarily unemployed). For such cases, the Authority will perform an interim reexamination based on the current circumstances, which may temporarily reduce the tenant's rent, even to \$0 in some cases. When the income of such participant family stabilizes, another interim reexamination will be performed to adjust the tenant's rent, which will most likely be an increase.

### **SPECIAL REEXAMINATION OF TENANTS**

1. If it is not possible at the time of admission or regular reexamination of a tenant family to determine annual family income with any reasonable degree of accuracy, a temporary determination of income and rent is to be made and a special reexamination scheduled within 30, 60 or 90 days, depending upon the family's circumstances. The tenant is to be notified in writing of the date of the special reexamination.
2. If annual family income can be reasonably estimated at the time scheduled, the reexamination is to be completed and actions taken as appropriate. If a reasonable anticipation of annual family income cannot be made, another special reexamination is to be scheduled.

### **ADDITIONS TO HOUSEHOLD AND GUESTS**

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit. Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in. Also included, would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure. All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

2. When a resident requests approval to add a new person to the lease, the Authority will conduct pre-admission screening of any proposed new adult member to determine whether the Authority will grant such approval. Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process although the resident still needs prior permission from the Authority to add children other than those born to, adopted by or awarded by the court to the family. Examples of situations where the addition of a family or household member is subject to screening are: • Resident plans to be married and requests to add the new spouse to the lease; • Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available; • A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.

3. Residents who fail to notify the Authority of additions to the household or who permit persons to join the household without undergoing screening are violations of the lease. Persons added without Authority approval will be considered unauthorized occupants and the entire household will be subject to eviction.

4. Visitors may be permitted in a dwelling unit overnight no more than 14 calendar days in a year so long as they have no previous history of behavior on Authority premises that would be a lease violation. • Visits of less than three days need not be reported to or approved by the Manager. Visits of more than 14 calendar days shall be authorized only by the Executive Director or his/her designee with advance documentation of extenuating circumstances. Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

5. Roomers (Boarders) and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease.

6. Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations on guests as described above. The family must provide the Authority with a copy of the current Court Order or legal documentation memorializing the joint custody and/or visitation privileges.

## **INSPECTIONS**

HUD regulations require the Authority to inspect each dwelling unit prior to move-in, at move-out, and at least annually during occupancy. In addition, the Authority may require additional inspections, in accordance with Authority Policy.

**Move-In Inspection** – An authorized representative of the Authority and an adult member of the family will inspect the unit prior to occupancy. Both parties shall sign the completed inspection form, which indicates the condition of the unit. A copy of the signed inspection will be given to



the family and the original will be placed in the tenant file.

**Regular Inspection** – Section 6(f)(3) of the United States Housing Act of 1937 requires that Housing Authorities inspect each public housing project annually to ensure that the project's units are maintained in decent, safe, and sanitary condition. The Authority shall continue using the Uniform Physical Condition Standards (UPCS) in *24 CFR Part 5, Subpart G, Physical Condition Standards and Inspection Requirements*, to conduct annual inspections. These standards address the inspection of the site area, building systems and components, and dwelling units. Copies of the inspection are contained in the tenant file.

**Move-Out Inspection** – An authorized representative of the Authority shall conduct a move-out inspection once the tenant has returned the keys to the unit and, therefore, no longer has possession of the unit. When possible, the tenant is notified of the inspection and is invited to be present. This inspection becomes the basis for any claims against the security deposit. The Authority must provide to the tenant a statement of any charges to be made for maintenance and damage beyond normal wear and tear. The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear.

**Special Inspections** – The Authority may conduct a special inspection for any of the following reasons: Housekeeping; Unit condition; Suspected lease violation; Preventive maintenance; Routine maintenance; There is reasonable cause to believe an emergency exists. An authorized representative of the Authority shall conduct an inspection of a unit on an as-needed basis, in accordance with the lease provisions.

**Notice and Scheduling of Inspections shall be in accordance with the Lease Agreement.** For non-emergency entries, the Authority may enter the unit, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing. A written statement specifying the purpose of the Authority's entry delivered to the dwelling unit at least two days before such entry is considered reasonable advance notification. For Emergency entries the Authority may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, the Authority must leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

### **FAMILY BREAKUP**

Except under the following conditions, the Authority has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up:

- If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the Authority must ensure that the victim retains assistance.
- If a court determines the disposition of property between members of the assisted family, the Authority is bound by the court's determination of which family members continue to receive assistance.

When a family on the waiting list breaks up into two otherwise eligible families, only one of the

new families may retain the original application date. Other former family members may submit a new application with a new application date if the waiting list is open. If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will retain occupancy of the unit. If a court determines the disposition of property between members of an applicant or resident family, the Authority will abide by the court's determination. In the absence of a judicial decision or an agreement among the original family members, the Authority will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, the Authority will take into consideration the following factors: (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; (3) the interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave a public housing unit as a result of such actual or threatened abuse, and provides proper document(4) any possible risks to family members as a result of criminal activity, and (5) the recommendations of social service professionals.

### **ABSENT FAMILY MEMBERS**

Generally, an individual who is or is expected to be absent from the public housing unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the public housing unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

Absent Students: When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the Authority indicating that the student has established a separate household, or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care: Children temporarily absent from the home as a result of placement in foster care are considered members of the family. If a child has been placed in foster care, the Authority will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member. This also applies to minor children who are in detention facilities, such as juvenile hall.

Absent Head, Spouse, or Cohead: An employed head, spouse, or co-head absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

Family Members Permanently Confined for Medical Reasons: If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted. The Authority will seek verification of permanent confinement.

Verification of Absences: The Authority may verify family occupancy or absences, through letters to the family's unit, phone calls, home visits, or through questions to neighbors, as determined

necessary.

Return of Permanently Absent Family Member: The family must request The Authority's approval for the return of any adult family members that the Authority has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed in this Policy.

## **LEASE TERMINATION PROCEDURES**

1. General Policy: Lease Termination No resident's lease shall be terminated except in compliance with HUD regulations and the lease terms.
2. Notice Requirements -No resident shall be given a Notice of Lease Termination without being told by Authority in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure and be given the opportunity to make such a reply as he/she may wish. Lease terminations for certain actions are not eligible for the Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or Authority employees; and any drug-related criminal activity Notices of lease termination may be served personally or posted on the apartment door. Notice shall include a statement describing right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.
3. Recordkeeping Requirements- A written record of every termination and/or eviction shall be maintained by the Authority, and shall contain the following information: • Name of resident, race and ethnicity, number and identification of unit occupied; • Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently; • Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail; • Date and method of notifying resident; and • Summaries of any conferences held with resident including dates, names of conference participants and conclusions.
4. No eviction action shall be instituted, nor court costs or legal fees be assessed until after the notice period has expired or a Grievance Hearing has been completed, where such notice period or grievance hearings are applicable.
5. Voluntary Terminations- If a family desires to move and terminate their tenancy with the Authority, they must give at least 30 calendar days advance written notice to the Authority of their intent to vacate. When a family must give less than 30 days' notice due to circumstances beyond their control the Authority, at its discretion, may waive the 30-day requirement. The notice of lease termination must be signed by the head of household, spouse, or co-head.
6. Mandatory Terminations- HUD requires mandatory termination of the lease for certain actions or inactions of the family. Such actions include:
  - If any family member fails to sign and submit any consent form s/he is required to sign for any reexamination.

- If (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or (3) a family member, as determined by the Authority has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated
  - If a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.
  - If the family fails to accept the Authority's offer of a lease revision to an existing lease, provided the Authority has amended the Lease in accordance with 24 CFR 966.3
  - If the Authority determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.
  - If the Authority discovers that a member of an assisted household was subject to a lifetime sex offender registration requirement at admission and was erroneously admitted after June 25, 2001.
  - If the family fails to comply with the community service requirements.
  - Following the death of the sole family member.
7. Terminations based on Criminal Activity- The Authority will implement its *One Strike You're Out Policy* regarding terminations based on criminal and drug-related criminal activity.
8. Terminations based on Drug and Alcohol Use - The Authority will terminate the lease when the Authority determines that a household member is illegally using a drug or the Authority determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. A pattern of illegal drug use means more than one incident of any use of illegal drugs during the previous six months. The Authority will terminate the lease if the Authority determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous six months. The Authority will terminate the lease if the Authority determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
9. Terminations based on Serious or Repeated Violations of Material Terms of the Lease- The Authority will terminate the lease for the following violations of tenant obligations under the lease:
- Failure to make payments due under the lease, including nonpayment of rent.
  - Repeated late payment of rent or other charges. Four late payments within a 12-month

period shall constitute a repeated late payment.

- Failure to fulfill the following household obligations:
  - Not to assign the lease or to sublease the dwelling unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.
  - Not to provide accommodations for boarders or lodgers
  - To use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose
  - To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease
  - To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety
  - To keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition
  - To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner
  - To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators
  - To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project
  - To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household or a guest
  - To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.

10. Terminations Based on Other Good Cause- The Authority will terminate the lease for the following reasons.

- Fugitive Felon or Parole Violator. If a tenant is 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 violating a condition of probation or parole imposed under federal or state law.
- Persons subject to sex offender registration requirement. If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.
- Discovery of facts after admission to the program that would have made the tenant ineligible

- Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with a reexamination of income
- Failure to furnish such information and certifications regarding family composition and income as may be necessary for the Authority to make determinations with respect to rent, eligibility, and the appropriateness of the dwelling unit size
- Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the Authority that such a dwelling unit is available
- Failure to permit access to the unit by the Authority after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists
- Failure to promptly inform the Authority of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within 14 days of the event.
- Failure to abide by the provisions of the Authority pet policy
- If the family has breached the terms of a repayment agreement entered into with the Authority
- If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.
- If a household member has engaged in or threatened violent or abusive behavior toward Authority personnel. Abusive or violent behavior towards Authority personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

### **ABANDONMENT**

The Authority will consider a unit to be abandoned in accordance with State law.

### **RETURN OF SECURITY DEPOSIT**

After a family moves out, the Authority will return the security deposit, plus all accrued interest, within 30 days of the family vacating the unit or give the family a written statement of why all or part of the security deposit is being kept, in accordance with State law.

### **GRIEVANCE PROCEDURES**

Grievance procedures shall be applicable to most individual disputes, with certain exceptions, which a tenant may have with respect to Authority action or failure to act in accordance with the tenant's lease or regulations. *Please refer to the Grievance Procedures.*

### **PET POLICY**

The Authority shall maintain a “Pet Policy” in accordance with applicable Federal and State law.

### **NON-RENTAL CHARGES**

The Authority shall establish non-rental charges and periodically update such charges as necessary. Such charges include excess utility charges, charges for damages, and fees for late payment of rent, legal fees, and court costs.

### **RENT COLLECTION POLICY**

The Authority shall establish a *Rent Collection Policy*.

### **HOUSE RULES**

The Authority shall establish reasonable house rules, as contained in the “Memorandum of Understanding” which is an addendum to the lease.

### **ELIGIBILITY FOR CONTINUED OCCUPANCY**

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in this policy.
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.
5. Who are in compliance with the Authority’s community service requirements.

### **REPAYMENT AGREEMENTS**

Families are required to reimburse the Authority if they were charged less rent than required by HUD’s rent formula due to the tenant’s underreporting or failure to report income. The family is required to reimburse the Authority for the difference between the tenant rent that should have been paid and the tenant rent that was charged. The Authority must determine retroactive rent amount as far back as the Authority has documentation of family reported income. If the family refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, the Authority may proceed with Lease termination. All repayment agreements must be in writing, dated, signed by both the family and the Authority, include the total retroactive rent amount owed, amount of lump sum payment made at the time of execution, if applicable, and the monthly repayment amount. The monthly amount due shall be determined on a case by case basis, taking into consideration the family's income, rent, and other individual circumstances. All repayment agreements must be approved by a department Supervisor. If the participant family receives a utility reimbursement check from the Authority towards the allowance for tenant supplied utilities, the Authority may, at its discretion, issue the check to itself on behalf of the tenant. This amount shall be credited towards the monthly amount the participant family owes the Authority under the repayment agreement. The maximum number of repayment agreements that a participant may be permitted to enter into is two throughout the duration of participation. Outstanding debts due to the Authority will be pursued.

### **DEFINITION OF TERMS**

#### **ADJUSTED ANNUAL INCOME**

Adjusted Annual Income is annual gross income after deductions for specific allowances, on which

the tenant rent is based.

#### ANNUAL INCOME

Annual Income shall be calculated in accordance with *24 CFR 5.609*.

#### APPLICANT (APPLICANT FAMILY)

A person or a family that has applied for admission to a program but is not yet a participant in the program.

#### CHILD CARE EXPENSES

Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed, to seek employment, or to further his or her education. The amount deducted shall reflect reasonable charges for child care, and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

#### DEPENDENT

A member of the Family Household (excluding foster children, foster adults and Live-in-Aide) other than the Family head or spouse, who is under 18 years of age or is a Disabled Person or is a Full-time student. Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or resident family 50 percent or more of the time. When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the Authority will make the determination based on available documents such as court orders, an IRS income tax return showing which family has claimed the child for income tax purposes, school records, or other credible documentation

#### MEDICAL EXPENSE DEDUCTION

A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by PHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable. a. For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income. b. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph "Work Related Disability Expenses"

#### ELDERLY/DISABLED HOUSEHOLD EXEMPTION

An exemption of \$400 per household.



### **DISABLED FAMILY**

A family whose head co-head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

A person who is disabled is defined in Section 223 of the Social Security Act, or in Section 102(5) of the Development Disabilities Services & Facilities Construction Amendment of 1970. (42 U.S.C. 423 and 42 U.S.C. 2691 (1) respectively).

Section 223 of the Social Security Act defines disability as:

**a)** Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than 12 months; or

**b)** In the case of an individual who has reached age 55 and is blind (within the meaning of "Blindness" as defined in Section 416(i)(1) of the title. Inability, by reason such blindness, to engage in substantial gainful activity requiring skills or abilities equal to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.

Section 102(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

.....a disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary of Health, Education and Welfare to be closely related to mental retardation or to require treatment similar to that required by mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to that individual.

### **DISPLACED FAMILY**

A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

### **ELDERLY FAMILY**

A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with a live-in aide.

### **EXTREMELY LOW-INCOME FAMILY**

A family whose Annual Income does not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 30% of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually

high or low family income.

#### FAMILY

Family includes but is not limited to, regardless of actual or perceived sexual orientation, gender identity, or marital status,

- (1) A family with or without children (the temporary absence, not to exceed 6 months) of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- (2) An elderly family;
- (3) A near-elderly family;
- (4) A disabled family;
- (5) A displaced family; and
- (6) The remaining member of a tenant family.

#### FULL-TIME STUDENT

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school, as well as an institution offering a college diploma.

#### FOSTER CHILDREN AND FOSTER ADULTS

Foster children and foster adults that are living with an applicant or resident family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction.

#### GUEST

A guest is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The lease must provide that the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near the Authority premises. A guest can remain in the unit no longer than 14 days in a 12-month period. A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return. Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above. Former residents who have been evicted are not permitted as overnight guests. Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered to be unauthorized occupants, and their presence constitutes violation of the lease.

## HEAD OF HOUSEHOLD

The adult family member who is head of household for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse. The family may designate any qualified family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

## HOUSEHOLD

Household is a broader term than family that includes additional people who, with the Authority's permission, live in a public housing unit, such as live-in aides, foster children, and foster adults.

## INELIGIBLE NONCITIZENS

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or cohead (regardless of citizenship status), indicating their ineligible immigration status. The PHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS). Providing housing assistance to noncitizen students is prohibited [24 CFR 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

## LIVE-IN AIDE

A Live-in Aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- (1) Is determined to be essential to the care and well-being of the persons;
- (2) Is not obligated for the support of the persons; and
- (3) Would not be living in the unit except to provide the necessary supportive services.

A health care provider must document the need for a live-in aide. Accordingly, the Authority will seek a Verification in accordance with the *Disability Policy*. Live-in aides will be verified at intake and during the participant's reexamination so long as a live-in aide is needed.

Once the participant is determined to be eligible for a live-in aide, the Authority will determine whether the specific individual identified by the family as an aide is eligible by conducting a background /criminal check. the Authority may disapprove a particular person as a live-in aide if s/he has: (1) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (2) committed drug-related criminal activity or violent criminal activity; or (3) currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

Once the particular aide is deemed eligible, the Authority will require the family to complete a

live-in aide certification form.

#### LOWER INCOME FAMILY

A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family income.

#### MIXED FAMILIES

A family is eligible for admission as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered mixed families. Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination. -alien also applies to the alien spouse and minor children of the alien student.

#### MONTHLY ADJUSTED INCOME

One twelfth (1/12) of Adjusted Income.

#### MONTHLY INCOME

One twelfth (1/12) of Annual Income.

#### NEAR-ELDERLY FAMILY

A near-elderly family means a family whose head, co-head, spouse, or sole member is a person who is at least 50 years of age, but below the age of 62; or two or more persons, who are at least 50 years of age, but below the age of 62; living together; or one or more persons who are at least 50 years of age, but below the age of 62 living with one or more live-in aides.

#### NET FAMILY ASSETS

Value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD Homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the Family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.)

The determination of Net Family Assets shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less consideration not measurable in dollar terms.

#### PUBLIC HOUSING AGENCY (PHA)

Any State, county, municipality or other governmental entity or public body (or agency or

instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families.

#### SERVICEMAN

A person currently in the active military or naval service of the United States.

#### SPOUSE, COHEAD, AND OTHER ADULT

A family may have a spouse or cohead, but not both. Spouse means the marriage partner of the head of household. A cohead is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one cohead. Other adult means a family member, other than the head, spouse, or cohead, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

#### TENANT RENT

The amount payable monthly by the Family as rent to the PHA. Where all utilities (except telephone) and other essential housing services are supplied by the PHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowances.

#### TOTAL TENANT PAYMENT

The monthly amount calculated in accordance with federal regulations Total Tenant Payment shall be the highest of the following, rounded to the nearest dollar:

- a. 30 percent of monthly Income; or
- b. 10 percent of Monthly Income; or
- c. If the Family received Welfare Assistance from a public agency and a part of such payments, adjusted in accordance with the Family's actual housing costs is specifically designated by such agency to meet the Family's housing costs, the monthly portion of such payments which is so designated. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated shall be the amount resulting from one application of the percentage; or
- d. Flat rent, if chosen by the family.

#### UTILITIES

Water, electricity, gas other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone and television service are not included as a utility.

#### UTILITY ALLOWANCE

If the cost of utilities (except telephone) and other essential housing services for an assisted unit is not included in the Tenant Rent, but is the responsibility of the Family occupying the unit, an amount equal to the estimate made or approved by the Authority or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of safe, sanitary and healthful living.

#### UTILITY REIMBURSEMENT

The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the Family occupying the unit.

#### VERY LOW-INCOME FAMILY

A Lower Income Family whose Annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

#### VETERAN

A person who has served in the active military service of the United States (Army, Navy, Air Force, Marine Corps, Coast Guard, and the Commissioned Corps of the United States Public Health Service) and who has been discharged or released from such service under honorable circumstances.

#### WELFARE ASSISTANCE

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

#### WORK-RELATED DISABILITY EXPENSES

A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities. a. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned. b. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

**EXHIBIT 1**  
**STATEMENT CONCERNING DECONCENTRATION OF POVERTY**  
**IN PUBLIC HOUSING UNITS OPERATED BY THE**  
**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

The Housing Authority of Gloucester County has, since its inception in 1972, followed a philosophy in the provision of subsidized housing which concentrates the elderly in multifamily settings so that services can be provided economically and deconcentrates families so that their housing is “invisible” to the community. This philosophy was formalized by the Board of Commissioners in February, 1999.

The Housing Authority of Gloucester County operates public housing funded in three increments: NJ204-1, 3 and 4. NJ204-1 consists of 62 scattered site single family two, three, and four bedroom homes. The homes were acquired in the early 1980s through the public housing acquisition without rehabilitation program. These homes are widely scattered throughout the County as shown on the attached map, which was reproduced using HUD’s 2020 software. The homes were constructed from the 1930s to the 1970s. No two units are identical. They are located in middle income neighborhoods where nearly all households have income from employment. The neighborhoods where the NJ204-1 units are located do not have concentration of poverty. Only two of the houses are located in neighborhoods where minority families predominate.

NJ204-3, Carino Park Apartments, is located in downtown Williamstown. There are 100 one-bedroom units for the elderly and near elderly. The residents include some younger disabled households. It is next door to City Hall, the Policy Department, and the Fire Department. It is one block from the main commercial area of Williamstown. There is a mixture of rental housing and homeowners in the vicinity. There are minority families in the surrounding area, but they do not predominate.

NJ204-4, Deptford Park Apartments, is located in the center of Deptford Township. There are 100 one-bedroom units for the elderly. The residents include some younger disabled households. It is within one block of the Township Hall and Police Department. The Deptford Fire Department Administrative Office is next to the property. Commercial properties are located on the major thoroughfares close to Deptford Park. Much of the remaining property is occupied by single-family middle-income homeowners. The area is predominately non-minority.

**The following are relevant statistics developed using HUD’s 2020 software:**

<b>204-1</b>	<b>Census Tract</b>
<b>Average Income: \$18,326</b>	<b>\$39,387 (County)</b>
<b>% Minority: 31.1%</b>	<b>11.8% (County)</b>
<b>204-3</b>	
<b>Average Income: \$ 8,903</b>	<b>\$32,433</b>
<b>% Minority: 20.8%</b>	<b>13.2%</b>
<b>204-4</b>	

<b>Average Income:</b>	<b>\$ 9,580</b>	<b>\$33,750</b>
<b>% Minority:</b>	<b>19.2%</b>	<b>9.8%</b>

The public housing units designed for occupancy by families with children were selected to avoid placing public housing families in areas of low income and minority concentration. The neighborhoods surrounding the units acquired in the 1980s have remained middle income neighborhoods. It is the intent of the Housing Authority of Gloucester County to operate its Public Housing Program as it has been operated for the past 20 years. The Housing Authority will review the statistics regarding the census tracts in which the public housing units are located annually in connection with the development of the Annual Plan. If any changes in the surrounding neighborhoods are detected, the Housing Authority will consider a relevant change in policy at that time.



## EXHIBIT 2

The following information shall be made available for all persons to review, upon request. Interested parties may contact the Authority at 853-1190 to review such information which includes the following:

1. The Agency Plan;
2. The Public Housing Admissions and Continued Occupancy Plan;
3. A listing of developments and scattered sites by name, address, number of units, units designed with special accommodations, office locations and hours, telephone numbers, and resident facilities, as applicable;
4. Current income limits for admission into the Program;
5. Excess utility charges;
6. Utility allowance schedule;
7. Schedule of maintenance charges;
8. Dwelling lease and all addendums; and
9. The Authority's Grievance Procedures.

The Authority shall post this notice in a conspicuous place and at a height easily read by all persons, including persons with mobility disabilities at the following locations:

- ❖ **The Housing Authority of Gloucester County** – Main Office – 856-853-1190  
100 Pop Moylan Blvd., Deptford, New Jersey 08096
- ❖ **Carino Park Apartments** – 856-728-4156  
100 Chestnut Street, Williamstown, New Jersey 08094
- ❖ **Deptford Park Apartments** - 856-848-2882  
120 Pop Moylan Blvd., Deptford, New Jersey 08096

**EXHIBIT 3**  
**RENT COLLECTION POLICY**

1. All rent is due in advance on or before the first (1<sup>st</sup>) of each month.
2. Rent not paid by the first (1<sup>st</sup>) of the month shall be considered delinquent.
3. The tenant shall be given a fourteen (14) day notice. This notice shall require the tenant to pay the rent in full or give up possession of the unit within fourteen (14) days. This notice can be sent at any time of the month at the discretion of the Executive Director, or his designee. If, after fourteen (14) days, tenant has neither vacated nor paid his/her delinquent rent in full, the Housing Authority's attorney will be notified to file through the court for possession of the unit. No further notice will be sent to the tenant.
4. If rent is not paid in full by the thirteenth (13<sup>th</sup>) day of the month, a late fee of \$13 shall be assessed.
5. Once the attorney has filed for possession, the court action can be stopped only with the approval of the Executive Director.
6. No partial payments will be accepted unless the tenant has first met with the Executive Director or his designee before the thirteenth (13<sup>th</sup>) day of the month and given an acceptable reason as to why rent cannot be paid on time or in full and agreed in writing to a reasonable method for the timely payment of the rent.
7. A tenant referred to court for a third (3<sup>rd</sup>) time within a twelve (12) month period under this policy is to be considered a "chronic delinquent" and the attorney is to be instructed to file for possession because of the chronic delinquency. If possession of the unit is granted by the court, the tenant will not be afforded the opportunity to pay the delinquent rent as a condition to stop the eviction. The Authority shall evict the tenant because of the chronic delinquency; and, if the delinquent rent is not paid, take other legal action to collect said delinquency.
8. The Authority shall accept rent payments in the form of cash, check, or money order. Should a tenant present a check to Authority that is returned for non-sufficient funds, the Authority will no longer accept payments in the form of a check from said tenant. If after three (3) years, the tenant has never paid their rent late, the Authority shall consider reinstating check-writing privileges to the said tenant upon the written request of the tenant. The tenant will be required to provide bank statements to the Authority for the past three (3) years as proof that the tenant does not have any history of presenting check(s) for payment without proper funds.

## **EXHIBIT 4**

### **PLAN FOR DESIGNATING DEPTFORD PARK APARTMENTS (NJ 204-4) AND CARINO PARK APARTMENTS (NJ 204-3) FOR OCCUPANCY BY ELDERLY HOUSEHOLDS & NEAR-ELDERLY DISABLED HOUSEHOLDS EXCLUSIVELY HUD NOTICES PIH 97-12, 2002-12 AND 2005-2**

#### **2007 THROUGH 2009**

**BACKGROUND:** Gloucester County is located within the Philadelphia Metropolitan Statistical Area. Although it is part of a highly urbanized MSA, many parts of the County remain rural and small-town in character. Residents feel strong ties to particular geographic communities within the County.

Gloucester County is approximately 328 square miles in area. Most of the population resides in communities in the Northern part of the County. There are approximately 17 miles between the Housing Authority administrative offices in Deptford, located in the Northern part of the County, and Carino Park Apartments in Williamstown, located in the Southern part of the County.

The original designation plan was in effect March 1997 through 2003. HUD approved a renewal of the plan through 2005. HAGC is requesting an extension of the previous plan through 2007.

**EXISTING HOUSING RESOURCES:** The Housing Authority of Gloucester County operates the following subsidized or affordable housing programs:

#### **1. Public Housing**

- A. Scattered sites NJ 204-1 - 62 units of 2, 3, and 4 bedroom single family units scattered throughout the County that are open to occupancy by all very low income households, including elderly and disabled.
- B. Carino Park Apartments NJ 204-3 - 100 units of 1 bedroom apartments located in the Southern part of the County that are available for occupancy by elderly, near elderly and disabled households.
- C. Deptford Park Apartments NJ 204-4 - 100 units of 1 bedroom apartments located in the Northern part of the County that are available for occupancy by elderly and disabled households.

#### **2. Colonial Park Apartments, Section 8 New Construction Program - 200 units of 1 bedroom apartments located in the Northern part of the County that are available for occupancy by elderly households.**

#### **1. Expanded Housing Opportunity Program - 12 units of 3 and 4 bedroom single family units located primarily in the Northern part of the County available for occupancy by low income households, including the elderly and disabled, at affordable rents.**

#### **4. Section 8 Housing Choice Voucher Program - 1676 vouchers available to extremely-**

low and very-low income households, including the elderly and disabled. Participants are selected from the waiting list without regard to bedroom size required. Units scattered throughout the County.

5. **Section 8 Moderate Rehabilitation Housing Program** - 23 certificates of participation for a particular dwelling unit. The Landlord and Authority have entered into Housing Assistance Payments contracts for specific units in particular buildings. The Moderate Rehabilitation units are available to extremely-low and very-low income households, including the elderly and disabled. Most Landlord contracts with the Authority have expired (approximately 200) and tenants have been issued Housing Choice Vouchers. The Authority is providing Landlords with the opportunity to extend their expired contracts in accordance with Federal Regulations and HUD guidance. The remaining Moderate Rehabilitation units are located in the Northern part of the County.
6. **Nancy J. Elkins Seniors Housing** - 80 one bedroom units in the Northern part of the County available for occupancy at affordable rents by elderly households whose incomes do not exceed 60% of the median for the County.
7. **Section 8 Housing Choice Voucher Program Designated for Housing Preferences** – A total of 145 Vouchers for non-elderly disabled households for which funding was announced by HUD on September 24, 1997. 125 of these Vouchers were awarded as part of HUD NOFA FR-4207-01, Establishment of Preferences at Certain Section 8 Developments. 20 additional Vouchers have been designated for non-elderly disabled households through Fair Share Voucher allocations in 2000 and 2001. These 145 Vouchers are available to non-elderly disabled, extremely-low and very-low income households. Participants are selected from the waiting list without regard to bedroom size. The Voucher units are scattered throughout the County.

**CONSOLIDATED PLAN:** The 2000 - 2005 Consolidated Plan adopted by Gloucester County states that 43% of the elderly, owner occupied households and 46% of the elderly, renter occupied households are cost burdened by paying greater than 30% of income for shelter. A total of 10,562 lower income households are elderly, comprising 67.4% of all elderly households. Thus, the elderly are clearly a segment of the County's population needing targeted housing assistance.

The developmentally disabled, physically disabled and persons with AIDS in need of supportive housing, according to the County's Consolidated Plan, are approximately 4,700. The estimates were made using data from studies performed by the State and other advocacy groups.

**FAIR HOUSING:** The population of Gloucester County is approximately 90% non-minority and 10% minority. Approximately 16% of the very low-income households in Gloucester County are minority.

Deptford Park and Carino Park were first occupied in the mid-1980s. They have always been open to and occupied by all racial/ethnic groups residing in the County. Deptford Park residents are 26 % minority and Carino Park residents are 19% minority at the time this Plan was written. The Housing Authority waiting lists for all programs for 1-bedroom units contains 55.4% non-minority and 44.6% minority applicants.

It appears that continuing the designation of Deptford Park and Carino Park for elderly and disabled near-elderly exclusively will not change the racial demographics of the buildings.

**ACCESSIBLE HOUSING RESOURCES:** The Housing Authority committed to HUD in its application for Vouchers designated for the non-elderly disabled to provide assistance to disabled applicants in locating units accessible to them. The Gloucester County Offices of the Disabled and Community Development committed to aiding in this effort by locating funding for landlords willing to modify their units to make them accessible. The Housing Authority has employed a staff person who is designated to provide this assistance to the non-elderly disabled and to the landlords.

**DESIGNATION POLICY:** The Board of Commissioners of the Housing Authority of Gloucester County amended the Admissions and Continued Occupancy Policy for its Public Housing Program to incorporate this Plan in 2003. Admission to 100% of the units at Deptford Park Apartments, NJ 204-4, is restricted to elderly and near-elderly disabled households. Admission to 100% of the units at Carino Park Apartments, NJ 204-3, is restricted to elderly and near-elderly disabled households. An elderly household is one whose head or spouse is 62 years of age or older. A near-elderly disabled household is one whose head or spouse is between the ages of 50 and 62 years and the head or spouse is disabled.

Any current resident of Deptford Park or Carino Park who does not meet the age-based and/or disability admission criteria may continue to reside in their unit as long as they meet their obligations under the lease and any other criteria imposed by the Admissions and Continued Occupancy Policy. Those non-elderly disabled tenants residing in Deptford Park and Carino Park who wish to apply for the 145 Vouchers set aside for the non-elderly disabled may do so. Their application will be treated as any other. They will be housed in the order established in the Section 8 Administrative Plan and will receive no preference for these Vouchers as a result of their residency in Deptford Park or Carino Park. Please refer to the chart below summarizing the designation.

<b>Development Name</b>	<b>Development Total # Units Number</b>	<b>Total # Units in Project</b>	<b>Designated</b>
Carino Park Apts.	NJ 204-003	100 - 1Bedroom	100 - 1 Bedroom Designated to elderly and near elderly disabled
Deptford Park Apts.	NJ 204-004	100 - 1Bedroom	100 - 1 Bedroom Designated to elderly and near elderly disabled

**CERTIFICATION:** The Housing Authority of Gloucester County certifies there are no unanticipated adverse impacts on the Housing Resources for the groups not being served due to the designation

## **Exhibit 5**

### **Housing Authority of Gloucester County**

#### **VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

##### **I. Purpose and Applicability:**

This Violence Against Women Act Policy implements the requirements of the 2013 reauthorization of the Violence Against Women Act (VAWA) which applies for all victims of domestic violence, dating violence, sexual assault and stalking regardless of sex, gender identity or sexual orientation. This Policy shall be applied consistently with all nondiscrimination and fair housing requirements. This Policy covers all applicants and tenants of HUD-covered programs. Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

This Policy shall be implemented in accordance with *24 CFR Part 5, Subpart L*, Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking as well as various subparts of *24 CFR parts 200, 247, 880, 882, 883, 884, 886 and 891*, HUD-Notice H 2017-05 and any other HUD subsequent applicable Notices

##### **II. Goals and Objectives:**

This policy has the following principal goals and objectives:

- A. Maintaining compliance, including training of appropriate staff managing the Authority's properties and programs, with all applicable legal requirements imposed by VAWA;
- B. Participating, with others, in protecting the physical safety of victims of actual or threatened domestic violence, sexual assault, dating violence, or stalking who are assisted by the Authority;
- C. Providing and maintaining housing opportunities for victims of domestic violence, sexual assault, dating violence, or stalking;
- D. Cooperating, with others, information and maintenance of collaborative arrangements between the Authority, law enforcement authorities, victim services providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, sexual assault, dating violence and stalking, who are assisted by the Authority; and
- E. Responding in accordance with the Authority policies and procedures to incidents of domestic violence, sexual assault, dating violence, or stalking, affecting individuals assisted by the Authority.

##### **III. Definitions:**

The Authority shall implement all definitions as established in *24 CFR 5.2003*

#### **IV. Admissions and Screening**

Non-Denial of Assistance. The Authority will not deny admission an applicant on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant is other qualified for admissions. Further, the Authority will not deny admissions based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking.

Also, if an applicant or an affiliated individual of the applicant is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of the household or any guest, the applicant may not be denied rental assistance or occupancy rights with the Authority solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

#### **V. Termination of Tenancy or Assistance**

A. VAWA Protections. Under VAWA, specific protections, which will be observed by the Authority:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. Tenancy or assistance will not be terminated by the Authority on the basis or as a direct result of the fact that the tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. Further, the Authority will not terminate tenancy or participation based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

i. Nothing contained in this paragraph shall limit any otherwise available authority to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or an affiliated individual of the tenant. However, in taking any such action, the Authority shall not apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.

ii. Nothing contained in this paragraph shall be construed to limit the Authority’s ability to evict or terminate from assistance any tenant or lawful applicant if the Authority as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance. In order to demonstrate an actual or imminent threat, the Authority must

have objective evidence of words, gestures, action or other indicators of such threats. Any eviction or termination of assistance, predicated on this basis should be utilized by the Authority 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 or develop 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.

**B. Removal of Perpetrator.** Further, notwithstanding the above or Federal, State or local law to the contrary, the Authority, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the Authority. In the event of Lease Bifurcation, remaining family members must meet statutory requirements for housing assistance

## **VI. Verification of Domestic Violence, Dating Violence or Stalking**

**A. Requirement for Verification.** The Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Authority. Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. By completing a HUD-approved form;
2. Other documentation - by providing to the Authority signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question meet the applicable definitions for protections and remedies under VAWA. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury;
3. 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.



The Authority may ask for clarification or additional information in order to make an objectively reasonable determination of whether the adverse factor is a direct results of the applicant or tenant being a having been a victim.

B. Time allowed to provide verification/ failure to provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by the Authority to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. The Authority may grant an extension during which no adverse action can be taken. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. Acceptance of Verbal Statement. The Authority may, with respect to any specific case, waive the above stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director or his/her designee and generally in such cases where the Authority is otherwise aware of the abused and encouraged the victim to request VAWA protections. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

D. Request for Third-Party Documentation of Victim Status

The Authority will request third-party documentation of victim status if more than one applicant or tenant provides documentation to show they are victims of domestic violence, dating violence, sexual assault or stalk and in the information in one person's documentation conflicts with the information in another person documentation or submitted documentation contains information that conflicts with existing information already available to the Authority. When eviction or terminating one household member, the Authority shall follow family break up policies and the *Authority's Grievance Procedures Policy*.

## **VII. Confidentiality**

A. Right of confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to the Authority in connection with a verification required of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is: 1. requested or consented to by the individual in writing, or 2. required for use in eviction proceeding or in connection with termination of assistance, as permitted in VAWA, or 3. otherwise required by applicable law. The Authority will take reasonable precautions to avoid inadvertent disclosures via mail or voicemail and conduct the exchange of confidential information in person with the victim. All VAWA correspondence shall be secured to maintain confidentiality separate from the tenant file.

B. Notification of Rights. The Authority shall provide notice of Occupancy Rights (HUD 5380) and the Certification of Domestic Violence Form (HUD 5382) at the following times: To applicants with denial of assistance; At move in; With notice of eviction or termination of assistance; To each household during the annual recertification; any other time when HUD-5382 is supplied.

#### **VIII. Court Orders/Family Break-up**

A. Court orders. It is the Authority's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by the Authority. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

#### **X. Relationships with Service Providers**

It is the policy of the Authority to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If the Authority staff becomes aware that an individual assisted by the Authority is a victim of domestic violence, dating violence or stalking, the Authority will refer the victim to such providers of shelter or services as appropriate.

## **Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking**

### **Emergency Transfers**

The Authority is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>1</sup> The Authority allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of The Authority to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether The Authority has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy. This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Authority's federally assisted housing programs are in compliance with VAWA.

### **Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at *24 CFR part 5, subpart L* is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **Priority For Tenants/Applicants who Qualify for Internal and External Transfers**

The Authority does not maintain a waiting list preference for VAWA victims. However, Tenants who qualify for Internal and External transfers shall be entitled to a waiting list priority. VAWA admission preferences shall not supersede usual eligibility criteria.

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<sup>1</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, 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.

## **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify The Authority's management office and submit a written request for a transfer within the Authority. The Authority will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under The Authority's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

The Authority shall retain records of all emergency transfer requests and their outcomes for three years or for a period of time as specified in the program regulations.

## **Confidentiality**

The Authority will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the Authority written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. Information shall not be entered into shared databases. *See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants* for more information about The Authority's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

## **Emergency Transfer Timing and Availability**

The Authority cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. However, tenants shall be permitted to make an internal emergency transfer under VAWA when a safe unit is immediately available and such transfers shall be given priority as an emergency transfer request. The Authority will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The Authority may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If, after a reasonable time, the Authority has no safe and available units for which a tenant who

needs an emergency transfer is eligible, the Authority will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. This shall be deemed an “External Emergency Transfer”, meaning a transfer of a tenant to another unit or form of assistance where the tenant would be categorized as a new applicant. At the tenant’s request, the Authority will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Tenants with tenant-based rental assistance shall be issued a voucher to move with continued tenant-based assistance.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

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>.

Please see local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

- **Center for Family Services – Services Empowering the Rights of Victims (SERV)**  
[www.centerffs.org](http://www.centerffs.org)  
serv@centerffs.org  
1-866-295-SERV (7378)  
PO Box 566  
Glassboro, NJ 08028
- **NJ Domestic Violence Hotline**  
[www.nj.gov/dcf/women/domestic](http://www.nj.gov/dcf/women/domestic)  
1-855-INFO-DCF (463-6323)  
PO Box 729  
Trenton, NJ 08625
- **Family Part-Chancery Division Superior Court of NJ**

1-856-379-2200  
101 S 5th Street, 2nd Floor  
Camden, NJ 08103

- **New Jersey Domestic Violence Hotline**  
1-800-572-SAFE (7233)

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

1

**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 The Housing Authority of Gloucester County, 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 The Housing Authority of Gloucester County you 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

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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

not be denied rental assistance or occupancy rights with The Housing Authority of Gloucester County 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.

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

The Housing Authority of Gloucester County 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 The Housing Authority of Gloucester County chooses to remove the abuser or perpetrator, The Housing Authority of Gloucester County 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, The Housing Authority of Gloucester County 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, The Housing Authority of Gloucester County must follow Federal, State, and local eviction procedures. In order to divide a lease, The Housing Authority of Gloucester County 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, The Housing Authority of Gloucester County 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, The Housing Authority of Gloucester County 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.

The Housing Authority of Gloucester County 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.

The Housing Authority of Gloucester County emergency transfer plan provides further information on emergency transfers, and The Housing Authority of Gloucester County 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**

The Housing Authority of Gloucester County 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 The Housing Authority of Gloucester County must be in writing, and The Housing Authority of Gloucester County 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. The Housing Authority of Gloucester County 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 The Housing Authority of Gloucester County as documentation. It is your choice which of the following to submit if The Housing Authority of Gloucester County 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 The Housing Authority of Gloucester County 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, The Housing Authority of Gloucester County does not have to provide you with the protections contained in this notice.

If The Housing Authority of Gloucester County 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), The Housing Authority of Gloucester County 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, The Housing Authority of Gloucester County does not have to provide you with the protections contained in this notice.

### **Confidentiality**

The Housing Authority of Gloucester County 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.

The Housing Authority of Gloucester County must not allow any individual administering assistance or other services on behalf of The Housing Authority of Gloucester County (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.

The Housing Authority of Gloucester County must not enter your information into any shared database or disclose your information to any other entity or individual. The Housing Authority of Gloucester County, however, may disclose the information provided if:

- You give written permission to The Housing Authority of Gloucester County to release the information on a time limited basis.
- The Housing Authority of Gloucester County 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 The Housing Authority of Gloucester County or your landlord to release the information.

VAWA does not limit The Housing Authority of Gloucester County's 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, The Housing Authority of Gloucester County 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 The Housing Authority of Gloucester County 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, The Housing Authority of Gloucester County 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>.

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

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

OMB Approval No. 2577-0286

Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking. In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not

to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim:

\_\_\_\_\_

2. Name of victim:

\_\_\_\_\_

3. Your name (if different from victim's):

\_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease:

\_\_\_\_\_

\_\_\_\_\_

5. Residence of victim:

\_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed):

\_\_\_\_\_

\_\_\_\_\_

7. Relationship of the accused perpetrator to the victim:

\_\_\_\_\_

8. Date(s) and time(s) of incident(s) (if known):

\_\_\_\_\_

\_\_\_\_\_

10. Location of incident(s):

\_\_\_\_\_

In your own words, briefly describe the incident(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date)

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

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

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet 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. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

**(2) You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

**(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 submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records;

a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

1. Name of victim requesting an emergency transfer:

\_\_\_\_\_

2. Your name (if different from victim's) \_\_\_\_\_

3. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

\_\_\_\_\_

4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_

\_\_\_\_\_

5. Address of location from which the victim seeks to transfer:

\_\_\_\_\_

6. Address or phone number for contacting the victim: \_\_\_\_\_

7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

9. Date(s), Time(s) and location(s) of



**incident(s):** \_\_\_\_\_

\_\_\_\_\_

**10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11.** \_\_\_\_\_

**11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**12. If voluntarily provided, list any third-party documentation you are providing along with this notice:** \_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed \_\_\_\_\_ on \_\_\_\_\_ (Date)

\_\_\_\_\_

**LEASE ADDENDUM**  
**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD	UNIT NO. & ADDRESS
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This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant’s household or any guest or other person under the tenant’s control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant’s family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

## **CODE OF CONDUCT**

### **Ethical and Legal Business Practices**

#### **1.1 HAGC Ethical Standard**

Employees must conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests of HAGC. Employees should also be guided by basic honesty and good judgment, and be sensitive to others' perceptions and interpretations. HAGC recognizes the right of employees to engage in outside activities that are private in nature and unrelated to HAGC business. However, business dealings that appear to create a conflict between the employee and HAGC's interests are unlawful and prohibited.

#### **1.2 Conflicts of Interest Policy**

Employees must avoid any interest, influence or relationship which might conflict or appear to conflict with the best interests of HAGC. Employees must avoid any situation in which their loyalty may be divided and promptly disclose any situation where an actual or potential conflict may exist. Business dealings that appear to create a conflict between the employee and the Authority's interests are unlawful under the New Jersey Local Government Ethics Acts. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate relative.

No HAGC employee shall participate in the selection, award or administration of a contract supported by federal funds if a conflict of interest, financial or otherwise, real or apparent would be involved. No HAGC employee shall engage in selling or attempting to sell supplies, service or construction to HAGC for one year following the date such employment ceased. Additional examples of potential conflict situations include:

- Having a financial interest in any business transaction with the Housing Authority of Gloucester County
- Owning or having a significant financial interest in, or other relationship with, a Housing Authority of Gloucester County competitor, customer or supplier, and
- Accepting gifts, entertainment or other benefit of more than a nominal value from  
A Housing Authority of Gloucester County competitor, customer or supplier.

Anyone with a conflict of interest must disclose it to management and remove themselves from negotiations, deliberations or votes involving the conflict. There will be no retaliation against any party who makes a good faith complaint concerning violations of this policy; regardless of whether it is ultimately determined that such violation has in fact occurred. Nor will there be any retaliation against any party who provides information in the course of an investigation into alleged violations of policy. Any employee, officer or agent of HAGC determined to have committed a violation of this Code of Conduct shall be subject to disciplinary action, up to and including termination. Employees are permitted to hold outside employment as long as it does not interfere with their responsibility to HAGC or create a conflict

of interest.

### **1.3 Gifts Policy**

Employees, shall neither, directly or indirectly, solicit, accept, or agree to accept gratuities, favors, or anything of monetary value from contractors, suppliers, government officials or other organizations. Employees shall not accept any gift, favor, service, employment or offer of employment or anything of value which he knows or has reason to believe is offered to the employee with the intent to influence the employee in the performance of duties and responsibilities. Exceptions may be made for gifts that are customary and lawful, are of nominal value and are authorized in advance. You may accept meals and refreshments if they are infrequent, are of nominal value and are in connection with business discussions. If you do receive a gift or other benefit of more than nominal value, report it promptly to Human Resources. It will be returned or donated to a suitable charity.

### **1.4 Confidentiality Policy**

Information that pertains to HAGC's business, including all nonpublic information concerning the Company, its participants and applicants, is strictly confidential and must not be given to people who are not employed by HAGC.

Please help protect confidential information -- which may include, for example, client/ participant lists and financial information -- by taking the following precautionary measures:

- Discuss work matters only with other HAGC employees who have a specific business reason to know or have access to such information.
- Do not discuss work matters in public places.
- Monitor and supervise visitors to HAGC to ensure that they do not have access to confidential information.
- Destroy hard copies of documents containing confidential information that are not filed or archived.
- Secure confidential information in desk drawers and cabinets at the end of every business day.

HAGC collects personal information about employees that relates to their employment. Only people with a business-related need to know are given access to this information, and the Executive Director or the Chair of the Board of Commissioners must authorize any release of the information to others. Personal information, other than that required to verify employment or to satisfy legitimate investigatory or legal requirements, will be released outside the company only with employee approval.

If you have access to any confidential information, including private employee information, you are responsible for acting with integrity. Unauthorized disclosure or inappropriate use of confidential information will not be tolerated.

### **1.5 Accounting and Financial Reports**

HAGC's financial statements and all books and records on which they are based must accurately reflect

the Company's transactions. All disbursements and receipts must be properly authorized and recorded. Employees must record and report financial information accurately. Reimbursable business expenses must be reasonable, accurately reported and supported by receipts.

Those responsible for handling or disbursing funds must assure that all transactions are executed as authorized and recorded to permit financial statements in accord with Generally Accepted Accounting Principles.

## **1.6 Political Activity Policy**

The Hatch Act, 5 U.S.C. §1501-1508, restricts the political activity of persons principally employed by a state or local agency who work in connection with programs financed in whole or in part by loans or grants made by the United States or a Federal agency. A state or local employee covered by the Hatch Act may not run for partisan office. However, employees may join political organizations, as long as they maintain a clear separation between their official responsibilities and their political affiliations.

## **1.7 Employee Records**

An employee's personnel file consists of the employee's employment application, withholding forms, reference checks, emergency information and any performance appraisals, or other appropriate employment-related documents.

It is the employee's responsibility to notify the Payroll or the Human Resource Administrator of any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries or person to notify in case of an accident.

Personnel records are considered company property and are not available for review by employees unless specifically authorized by management. Personnel files are confidential records that must be secured in a locked cabinet. Upon request, employees may inspect their own personnel files at a mutually agreeable time on the premises and in the presence of the Human Resource Administrator.

## **1.8 Nepotism Policy**

The employment of more than one member of the same family shall be avoided insofar as possible. No person should be hired as a regular or temporary employee if that appointment would violate any provision of this nepotism policy, or unless the appointment is otherwise permitted by the New Jersey Department of Personnel Rules and Regulations. No member of the immediate family of a Commissioner shall be hired or be in a position of supervision over another member of the same family.

For purposes of this policy, the term "immediate family" shall mean spouse, child, parent, sister, brother, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew and grandchildren.

This nepotism policy shall not deprive any employee of any promotional right in normal career development, nor change the existing status of an employee.

## **Smoke-Free Housing Policy**

**Date of Implementation: July 1, 2018**

**1. Purpose of Smoke-Free Housing:** The purpose of Smoke-Free Housing is to mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the maintenance, cleaning, and redecorating costs attributable to smoking; and (iii) the increased risk of fire from smoking. The parties hereto desire to implement a Smoke-Free Housing Policy to achieve the purposes set forth hereinabove.

**2. Definition of Smoking:** “Smoking” means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, Electronic Cigarette (as defined herein), electronic delivery device, pipe, or other lighted smoking device for burning tobacco or any other plant or product, including marijuana. “Electronic Cigarette” means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as he/she simulates smoking and shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any other product name.

**3. Smoke-Free Housing Policy:** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant’s household (hereinafter referred to as “dwelling unit”) have been designated as a smoke-free living environment. Smoking is prohibited anywhere in the dwelling unit, in the building where the Tenant’s dwelling unit is located, in any of the common areas (including but not limited to community rooms, community bathrooms, lobbies, hallways, laundry rooms, stairways, offices and elevators) or in any outdoor space within 25 feet of the building. Smoking shall only be permitted in designated smoking areas. Landlord shall not grant an accommodation to allow smoking in smoke-free areas as described hereinabove.

**4. Tenant to Promote Smoke-Free Housing Policy and to Notify Landlord of Violations:** Tenant shall inform Tenant’s family, guests and invitees of the Smoke-Free Housing Policy. Further, Tenants shall promptly give Landlord written notice of any incident where smoke is migrating into the dwelling unit from sources outside of the unit.

**5. Landlord to Promote Smoke-Free Housing Policy:** Landlord shall post no smoking signs at entrances and exits, common areas, and hallways as deemed appropriate.

**6. Landlord Not a Guarantor of Smoke-Free Environment:**

Tenant acknowledges that Landlord’s adoption of a Smoke-Free Housing Policy, and the efforts to designate the rental complex as smoke-free, does not make Landlord or any of its employees or agents the guarantor of Tenant’s health or of the smoke-free condition of the dwelling unit and the common areas. However, Landlord shall take reasonable steps to enforce the Smoke-Free Housing Policy and to make

the (designated areas of the) rental complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord has direct knowledge of said smoking or has been notified of said smoking.

**7. Effect of Breach and Right to Terminate Lease:** A breach of this Addendum shall give each party all the rights contained herein, as well as the rights provided for in the Lease. A material breach of this Addendum by the Tenant shall be a material breach of the Lease and grounds for termination of the Lease by the Landlord. Landlord shall serve Tenant with Notices to Cease for both the first and second violations of the Smoke-Free Housing Policy. Upon a third violation of the Smoke-Free Housing Policy, Landlord shall serve Tenant with a Notice to Quit, also known as an eviction notice. Tenant acknowledges that Tenant shall be liable to Landlord for any breach of this Addendum for the cost of repair to the dwelling unit due to damage from smoke odors or residue. A Tenant shall be in violation of the Smoke-Free Housing Policy if: (1) Landlord, or any of its employees or agents, witnesses a Tenant, Tenant's guest, family member, or invitee smoking outside of designated smoking areas; (2) Landlord, its employees or agents, witnesses a lighted smoking product in an ashtray or other receptacle inside the dwelling unit; (3) damage to the interior of the dwelling unit that is the result of burns caused by smoking including burns to Tenant owned property; (4) evidence of smoking in a dwelling unit such as smoking odors, smoke clogged filters or smoke film including smoke damage to the walls; (5) repeated reports to Landlord, its employees or agents, of violations of the No Smoke-Free Housing Policy by third parties; (6) clogged plumbing caused by discarded smoking products; and (7) evidence of ashes from smoking products on any surface in the dwelling unit.

**8. Disclaimer by Landlord:** Tenant acknowledges that Landlord's adoption of a Smoke-Free Housing Policy, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord would have to a Tenant household to render buildings designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. Landlord specifically disclaims any implied or express warranties that the building, common areas, or Tenant's dwelling unit will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the building, common areas, or the dwelling unit will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the terms of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's family, guests and invitees. Tenants with respiratory ailments, allergies, or any other physical or mental condition related to smoking or secondhand smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the Lease.

## The Housing Authority of Gloucester County

### Live-in aide Policy

A live-in aide is defined as a person approved by the Authority who resides in the unit to care for a “family member” who is disabled or at least 50 years of age and who: (1) Is determined to be essential to the care and well-being of the person(s); (2) Is not obligated for support of the person(s); and (3) Who would not be living in the unit except to provide necessary support services.

The Authority will verify the need for a reasonable accommodation of a live-in aide. Verification is required to prove that a requested accommodation is necessary, and that there is an identifiable relationship between the requested accommodation and their disability. Live-in aides will be verified at intake and during the participant’s reexamination so long as a live-in aide is needed.

Once determined eligible for the reasonable accommodation of a live-in aide, the Authority will determine whether the specific individual identified by the family as an aide is eligible by:

- (1) Conducting a background /criminal check. The Authority may disapprove a particular person as a live-in aide if s/he has: (a) committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; (b) committed drug-related criminal activity or violent criminal activity; (c) currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act; (d) violated any family obligations under the program as published under CFR 982.551; (e) been convicted of manufacturing or producing methamphetamine, on the premises of an assisted housing project; (f) been evicted from any federally subsidized housing program for any reason; (g) been identified as someone who has to register as a sex offender; (h) is not qualified to provide the needed care.
- (2) Demonstrating that the live-in aide is not obligated for support of the person(s), and would not be living in the unit except to provide necessary support services. While a relative or family member is not automatically excluded as an eligible live-in aide, the requested live-in aide must meet the above definition. A pre-existing household member does not qualify as a live-in aide. In order to sufficiently satisfy this element, the household and the requested aide must certify and provide documents as to the following:
  - i. The Live-in aide is qualified to provide the needed care;
  - ii. The Live-in aide was not part of the household prior to receiving program assistance;
  - iii. There is no other reason for the aide to reside in the unit- The aide can demonstrate they have a previous residence they left in good standing;
  - iv. The aide and the participant will maintain separate finances.
  - v. The live-in aide shall not contribute to the household finances, pay for household bills or expenses or maintain household utilities in their name.

In the event of moves, termination or death of the participant, Live-in aides will not be considered as a remaining member of the tenant family. Because a live-in aide only lives in the unit for the purposes of providing services for a person with a disability, the aide has no right to continuing living in the unit if the person with disabilities moves out or if the person with disabilities no longer is eligible for the aide. Occasional, intermittent, multiple, or rotating care givers typically do not meet the definition



of a live-in aide. In properties owned and managed by the Authority, a live-in aide must also sign a Live-in aide Lease Addendum.

The Housing Authority of Gloucester County

**Certification for Live-in Aide**

HUD regulations (24 C.F.R. §5.403) define a live-in aide as a person who resides with one or more elderly persons, or near-elderly<sup>4</sup> persons, or persons with disabilities, and who:

1. Is determined to be essential to the care and well-being of the person(s);
2. Is not obligated for the support of the person(s); and
3. Would not be living in the assisted housing unit except to provide the necessary supportive services.

I \_\_\_\_\_ certify that:  
(Name of participant)

I have selected \_\_\_\_\_ as my live-in aide.

The live-in aide is qualified to provide the needed care.

The live-in aide was not part of the household prior to receiving program assistance.

There is no other reason for the live-in aide to reside in the unit.

The aide must demonstrate they have a previous residence they left in good standing.

The live-in aide and I will maintain separate finances.

The live-in aide shall not contribute to the household finances, pay for household bills or expenses or maintain household utilities in their name.

I understand that a live-in aide is not a member of the assisted family. Because a live-in aide only lives in the unit for the purposes of providing services for a person with a disability, the aide has no right to continuing living in the unit if the person with disabilities moves out or if the person with disabilities no longer is eligible for the aide. I understand that any misrepresentation on this certification or in connection with the process to approve a live-in aide is considered fraud and thereby grounds for program denial and/or termination and requirement to repay the Authority any amounts overpaid on my behalf.

Participants Name \_\_\_\_\_

Participant Signature \_\_\_\_\_

Live-in Aide Name \_\_\_\_\_

Live-in Aide Signature \_\_\_\_\_

Date of Signature \_\_\_\_\_

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<sup>4</sup> Near-elderly family means a family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two (2) or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

**RESOLUTION #19-90**

**RESOLUTION APPROVING REVISED  
GRIEVANCE PROCEDURE POLICY**

**WHEREAS**, the Housing Authority of Gloucester County (HAGC) complied with federal regulations, 24 CFR 966.50-57 and 24 CFR 982.554-555 on September 28, 2016 adopting a Grievance Procedure Policy; and

**WHEREAS**, The Housing Authority of Gloucester County wishes to revise said Grievance Procedure Policy for all Housing Programs administered by the Authority as well as supplement to the Authority's Section 8 Administrative Plan, the Shepherd Farm, Colonial Park, Nancy J. Elkins Management Plans, the PH ACOP, the Dwelling Leases for respective programs.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the Revised Grievance Procedure Policy be and is hereby approved as attached hereto; and

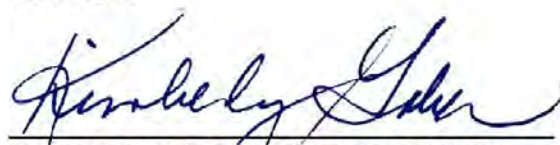
**BE IT FURTHER RESOLVED** that the Executive Director is hereby directed to submit a copy of this amendment to the Grievance Policy to HUD in connection with the Annual Plan submission.

**ADOPTED** at the Meeting of the Housing Authority of Gloucester County Board of Commissioners, held on the 25<sup>th</sup> day of September 2019.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY:   
WILLIAM W. BAIN, JR., CHAIRMAN

**ATTEST:**



**KIMBERLY GOBER, SECRETARY**  
**DATED: SEPTEMBER 25, 2019**

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

## GRIEVANCE PROCEDURES POLICY

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### **I. GENERAL POLICY**

#### **A. Introduction**

The Housing Authority of Gloucester County (“The Authority”) adopts this Grievance Procedure Policy (“Policy”) to provide a procedure for program applicants, tenants and participants to seek just, effective and efficient settlement of grievances against the Authority. This Policy is adopted in accordance with Federal Regulations, *24 CFR part 966 and the U.S. Housing Act of 1937 (2 U.S.C. sec. 1437d(k))*, *24 CFR 982 subpart L*, *24 CFR 982.310*, *24 CFR 983.257*, *24 CFR 880 subpart F*, *24 CFR 891 subpart D*, *24 CFR Part* and *HUD Handbook 4350.3*.

If there should be any conflict between this policy and Federal, State, or local laws and regulations, the laws and regulations shall prevail.

#### **B. Applicability**

HUD has issued a due process determination that the law of the State of New Jersey requires that tenants be given the opportunity for a hearing in court which provides the basic elements of due process before an eviction from a dwelling unit. Therefore, the Authority has elected to determine that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves a violation of the Authority’s One Strike You’re Out Policy including the following:

- (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of another resident or employee of the Authority, or
- (2) Any drug related criminal activity on or near such premises.

Individuals with a disability that require a reasonable accommodation of the Authority’s Policy shall submit a written request for a reasonable accommodation.

This policy shall be incorporated by reference in all dwelling leases between Tenant and the Authority, whether or not specifically provided in such leases.

#### **C. Conduct for All Grievances**

All Authority employees, applicants, tenants, participants, counsel and witness or spectators to conduct themselves in an orderly fashion during the course of all Grievances. Failure to comply

with the directions of the Hearing Officer or to maintain order may result in exclusion from the proceedings or termination of the Grievance review or Hearing

#### **D. Definitions**

1. **Applicant** shall be used to refer to those who have filed a pre-application with the Authority for any of the programs administered by the Authority.
2. **Authority** shall be used to refer to the Housing Authority of Gloucester County.
3. **Voucher/Mod Rehab** shall mean the either the Section 8 Housing Choice Voucher Program, Project-Based Voucher Program, or Moderate Rehabilitation Program, as applicable to the circumstances.
4. **Complainant** shall mean any resident whose grievance is presented to the Authority or at the project management office.
5. **Elements of Due Process** shall mean: Adequate notice to the resident of the grounds for terminating the tenancy and for eviction; Right of the resident to be represented by counsel; Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and A decision on the merits.
6. **Grievance** shall mean any dispute which a resident or participant may have with respect to the Authority's action or failure to act in accordance with the individual resident's lease or Authority regulations, policies, or procedures which adversely affect the individual resident's rights, duties, welfare or status.  
  
Grievance does **not** include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's Public Housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or near such premises. Nor shall this process apply to disputes between residents or participants not involving the Authority or to class grievances.
7. **Hearing Officer** shall mean an impartial person selected by the Authority in accordance with this policy and current regulations to administer the informal reviews, informal hearings, and hear grievances and render a decision with respect thereto.
8. **Participant** shall mean any individual or family receiving assistance in either the Section 8 Housing Choice Voucher, Section 8 Project-based Voucher or Moderate Rehabilitation Programs.

**9. Promptly** shall mean within the time period indicated in a notice from the Authority of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the Authority.

**10. Resident** shall mean the adult person (or persons) other than a live-in aide:

- 1) Who resides in a dwelling unit and who executed the lease with the Authority as lessee of the premises, or, if no such person now resides in the premises,
- 2) Who resides in a Public Housing unit and who is the remaining head of household of the resident family residing in the unit.

## **II. PROCEDURES OF SECTION 8 HOUSING CHOICE VOUCHER PROGRAM, SECTION 8 MODERATE REHABILITATION PROGRAM AND SECTION 8 PROJECT –BASED VOUCHER PROGRAM**

### **A. Informal Review For Denials of Admissions to Program**

*24 CFR 982.54(d)(12), 24 CFR 982.554, 24 CFR 983.255*

An informal review is a review of an applicant's file and circumstances by an Authority staff person who has not had any previous involvement with the applicant to determine whether the Authority's policies and procedures have been correctly applied in denying the application.

#### **1. When Informal Reviews are Required**

Unless otherwise noted as an exception as indicated below, an applicant whose application is denied shall be provided an opportunity for an informal review of the Authority's decision. However, an applicant whose application is denied for reasons of citizenship or eligible immigrant status shall be provided an "Informal Hearing."

#### **2. When Informal Reviews are not Required**

Informal Reviews are not required in the following circumstances:

- a. Discretionary administrative determinations such as what constitutes a complete application, how and when applications will be assigned for review, and what resources will be devoted to the review of a particular application or applications in general;
- b. General policy issues or class grievances such as local preferences and income eligibility;
- c. The determination of the family unit size under Authority's subsidy standards;
- d. A refusal to extend or suspend a voucher;

- e. A determination not to approve tenancy for a specific unit;
- f. A determination that a unit selected by an applicant is not in compliance with HQS because of characteristics of the unit; or
- g. A determination that a unit is not in accordance with HQS due to family size or composition.

### **3. Notice of Denial/Procedure for Requesting Informal Review**

When the Authority determines that an applicant is ineligible, the applicant must be notified of the decision in writing. The notice shall state:

- a. The reason(s) for ineligibility;
- b. A statement that the applicant may request an informal review if they disagree with the decision;
- c. The procedure for requesting a review; and
- d. The deadline for requesting a review.

If the Authority obtains criminal record information from a State or local agency showing that an applicant has been convicted of a crime relevant to applicant eligibility, the Authority will notify the applicant of the proposed action to be based on the information and will provide the subject of the record and the applicant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information.

### **4. Procedures for Informal Review**

A request for an informal review must be submitted in writing to the Authority no later than 30 calendar days from the date of the Authority's denial notice. Late requests will not be processed unless the applicant demonstrates the delay was due to extraordinary circumstances beyond their control.

The review shall be conducted by either a supervisory level staff person who was not involved in the decision under review, and who is not a subordinate to the person who made the decision, or the Authority's designated Hearing Officer.

The applicant will be provided the opportunity to present oral and/or written objections to the denial. Both the Authority and the applicant may present evidence and witness. An applicant may, at their own expense, be represented by an attorney or other representative. An applicant may be present at the review to provide information, but the applicant's presence is not required,

Unless special circumstances apply, the decision of the review officer shall be provided to the applicant in writing within 14 calendar days after the review, and shall include an explanation of the reasons for the decision.

## **5. Consideration of Circumstances in Discretionary Denials**

In circumstances when the denial of an applicant is within the discretion of the Authority, the Authority may consider all circumstances in each case including the seriousness of the case, the extent of participation or culpability of the individual family members and the effective of denial of assistance on other family members who were not involved in the action or failure.

The Authority may impose, as a condition of assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit.

## **6. Informal Reviews When Denial is Based on Eligible Immigration Status**

The applicant family may request that the Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

## **B. Informal Hearings for Participants**

*24 CFR 982.555(a-f), 982.54(d)(13)*

### **1. When Informal Hearings are Required**

The Authority must give a participant family an opportunity for an informal hearing to consider whether the following PHA decisions, relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and Authority policies:

- a. The determination of the participant's annual or adjusted income and the computation of the Housing Assistance Payment;
- b. The determination of the appropriate utility allowance (if any) for tenant-paid utilities, from the Authority utility allowance schedule;
- c. The determination of family unit size under Authority's subsidy standards;

- d. A decision to terminate a participant's Family Self-Sufficiency (FSS) contract, withhold supportive services, or propose forfeiture of the participant's escrow account;
- e. A decision to terminate assistance for a participant family because of the family's action or failure to act (see 24 CFR 982.552); and
- f. A decision to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under Authority policy and HUD rules.

An opportunity for an informal hearing must always be provided before terminating assistance.

## **2. When Informal Hearing is not Required**

The Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

- a. Discretionary administrative determinations by the Authority;
- b. General policy issues or class grievances;
- c. Establishment of the Authority schedule of utility allowances for families in the program;
- d. An Authority determination not to approve an extension or suspension of a voucher term;
- e. An Authority determination not to approve a unit or lease;
- f. An Authority determination that an assisted unit is not in compliance with HQS. (However, the Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.);
- g. An Authority determination that the unit is not in accordance with HQS because of the family size;
- h. A determination by the Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

## **3. Notice to Participants of Authority Decisions**

Participants shall be notified in writing of decisions regarding the amount of their assistance or their eligibility for continued participation in the program. Participants will be given prompt notice of such decisions, which shall include:

- a. The proposed action or decision;



- b. The date the proposed action or decision will take place;
- c. An explanation of the basis for the decision;
- d. The procedures for requesting a hearing if the participant disputes the action or decision;
- e. The deadline for requesting the hearing. All requests for Hearings must be submitted within 30 calendar days of the date of the Authority's decision. Late requests will not be processed unless the participant demonstrates the delay was due to extraordinary circumstances beyond their control.

When continued participation in the program is denied because of criminal activity described in a criminal record, the Authority will, on request, provide the participant and the person who is the subject of the record a copy of the criminal record upon which the denial decision is based.

#### **4. Notification of Hearing**

When a request for an informal hearing is received, a hearing shall be scheduled within 30 days from the date the request is received by the Authority. This deadline may be extended if necessary and appropriate under the circumstances the hearing notification shall state:

- a. The date and time of the hearing;
- b. The place where the hearing will be held;
- c. That the participant has the right to present evidence and witnesses, bring interpreters; and be represented by legal counsel or a representative at the participant's expense;
- d. That the participant has the right to review any available documents or evidence upon which the Authority based the proposed action and, at the family's expenses, obtain a copy of such documents prior to the hearing. Such requests must be received no later than three business days before the hearing date.
- e. The Authority shall have the opportunity to examine at its office, before the hearing any participant documents that are relevant to the hearing and must be allowed to copy any such documents. Any documents not provided to the Authority may not be used in the hearing.

#### **5. Procedures for the Informal Hearing**

Participants shall the right to present written and oral objections to the Authority's determinations. Participants shall have the right to present any information or witnesses on a pertinent issue and be represented, at their own expense, by legal counsel or other designated advocate or representative.

The Authority shall have the right to present any evidence and information on any pertinent issues. The Authority shall have the right to be represented by counsel and have any staff person and witnesses familiar with the case present during the entirety of the hearing.

The informal hearing shall be conducted by a Hearing Officer appointed by the Authority who is neither the person who made or approved the decision, nor is a subordinate of that person. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence in a judicial proceeding.

The Hearing Office may ask the family for additional information and/or may adjourn the hearing as needed. If the family requests a reasonable accommodation during the hearing, the Hearing Officer will make a decision as to whether the hearing must be adjourned to consider the request.

If the family fails to appear at the hearing, or fails to meet a deadline imposed by the Hearing Officer, the decision of the Authority shall become final and take effect immediately. No new hearing will be granted unless the family is able to demonstrate to the Authority, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

## **6. Standard of Review**

The Hearing Officer will determine whether the Authority's action or decision is consistent with HUD regulations and its administrative plans and policies, based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

## **7. Hearing Officer Decision**

The Hearing officer will issue a written decision within 14 calendar days after the date the hearing. This deadline may be extended if necessary and appropriate under the circumstances. The decision shall include a summary of the factual allegations and the Authority's action or decision under review, a summary of the facts upon which the decision is based and a clear statement of the conclusions of law and any relief ordered. The decision shall also include a statement of the right to seek an Appeal of the decision to the Executive Director.

## **8. Consideration of Circumstances**

In circumstances when the termination of a participant is within the discretion of the Authority, the Authority may consider all circumstances in each case including the seriousness of the case, the extent of participation or culpability of the individual family members and the effective of termination of assistance on other family members who were not involved in the action or failure.

The Authority may impose, as a condition of assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit.

## **9. Decisions not Binding on the Authority**

The Authority shall not be bound by any decision of the Hearing Officer that:

- a. Concerns matters for which no opportunity for a hearing is provided;
- b. Conflicts with or contradicts HUD regulations or requirements;
- c. Conflicts with or contradicts federal, state or local laws; or
- d. Exceeds the authority of the Hearing Officer;

If the Authority determines that it is not bound by the Hearing Officer's decision it shall, within 14 calendar days of the date of the decision, so advise the participant in writing, which shall include the reasons for the determination.

## **10. Records**

All hearing requests, supporting documentation and a copy of the final decision shall be retained in the participant's electronic file. The Authority shall safety keep and maintain an electronic recording of all informal hearings involving participant termination for three years.

## **11. Hearing Officer Selection**

A fair hearing shall be conducted by an impartial person appointed by the Executive Director of the Authority, other than a person who made or approved the action under review or a subordinate of such person.

## **12. Appeals To the Executive Director**

The Authority permits applicants and participants to submit written appeals to the Executive Director to challenge the Fair Hearing decisions issued by the Hearing Officer. Appeals are based on the existing record obtained before the Hearing Officer, with further testimony or documents requested when necessary. The Executive Director or his/her designee will issue a written determination in response to the request for Appeal. Appeals will be reviewed to ensure that the Hearing Officer's determination is in accordance with applicable Federal, State or local law and all facts and evidence. See Appendix "A".

## **13. Informal Hearing For Termination of Assistance on the Basis of Ineligible Immigration Status**

The participant family may request that the Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

For participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

### **III. PROCEDURES FOR AUTHORITY OWNED AND MANAGED PROPERTIES**

#### **A. Informal Hearing for Applicant Denials**

*24 CFR 960.208, 24 CFR 880.603, 24 CFR 891.430*

If the Authority determines that an applicant is ineligible on the basis of income or family composition, or because of failure to meet the disclosure and verification requirements for Social Security Numbers (as provided by 24 CFR part 5), or because of failure by an applicant to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies (as provided by 24 CFR parts 5 and 813), or that the Authority is not selecting the applicant for other reasons, the Authority will promptly notify the applicant in writing of the determination and its reasons, and the applicant may request an informal hearing.

#### **B. Procedures for Residents of Owned and Managed Properties**

*24 CFR part 966 , 24 CFR 880.607, 24 CFR 247.4,*

##### **1. Informal Settlement of a Grievance**

Any grievance shall be promptly presented, either orally or in writing, to the Authority's Affordable Housing Operations Department so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within ten (10) calendar days and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

##### **2. Formal Grievance Hearing**

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the

complainant shall submit a written request for a hearing to the Authority within ten (10) calendar days from the date of the mailing of the summary of the discussion as indicated above under “Informal Settlement of a Grievance.” The written request shall specify:

- a. The reasons for the grievance; and
- b. The action or relief sought.

#### **A. Selection of A Hearing Officer**

A grievance hearing shall be conducted by an impartial person appointed by the Executive Director of the Authority, other than a person who made or approved the action under review or a subordinate of such person.

#### **B. Failure to Request a Hearing**

If the resident does not request a hearing in accordance with this Section, then the Authority's disposition of the grievance shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Authority's action in disposing of the complaint in an appropriate judicial proceeding.

#### **C. Escrow Deposit Required for Hearing Involving Rent**

Before a hearing is scheduled in any grievance involving the amount of rent, as defined in the lease which the Authority claims is due, the resident shall pay to the Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Authority until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Authority may determine to waive these requirements, as evidenced by notifying the resident in writing. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Authority's disposition of his grievance in any appropriate judicial proceeding.

#### **D. Scheduling of Hearings**

Upon the resident's compliance with this Section, the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Authority. A written notification specifying the time, place, and the procedures governing the hearing shall be mailed to the resident and given to the appropriate Authority staff.

#### **E. When a Hearing is not Required**

The Authority's grievance procedures shall not be applicable to disputes between tenants not involving the Authority or to class grievances. This policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the Authority's Board of Commissioners.

#### **F. Procedures Governing the Grievance Hearing**

The complainant shall be afforded a Grievance Hearing, which shall include:

1. Upon written request and reasonable notice to the Authority, prior to the hearing, the opportunity to examine any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Authority does not make the document available for examination upon written request by the resident, the Authority may not rely on such document at the grievance hearing.
2. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
3. The right to a private hearing unless the resident requests a public hearing;
4. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority and to confront and cross examine all witnesses upon whose testimony or information on which the Authority relies; and
5. A decision based solely and exclusively upon the facts presented at the hearing.
6. The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.
7. If either the complainant or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for no more than 5 business days or determine that the missing party has waived their right to a hearing. Both the Authority and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.
8. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Authority must sustain the burden of justifying the Authority action or failure to act against which the complaint is directed.
9. The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer will require the Authority, the complainant, counsel, and any other participants to conduct themselves in an orderly

fashion. Failure to comply with directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

10. The complainant or the Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

#### **G. Decision of the Hearing Officer**

The Hearing Officer shall prepare a written decision, together with the reasons, within fourteen (14) calendar days after the hearing. Copies of the decision shall be mailed to the complainant and given to the Authority. The Authority shall retain a copy of the decision in the resident's file. The Authority shall maintain a log of hearing officer decisions and make that log available upon request of the hearing officer, or a prospective complainant's representative.

The decision of the Hearing Officer shall be binding on the Authority who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Authority's Executive Director or PHA Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

1. The grievance does not concern Authority action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;
2. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or PHA Board of Commissioners in favor of the Authority or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

## Exhibit “A”

### Instruction for Submitting an Appeal

If an applicant or participants wishes to submit an Appeal of the Fair Hearing decision, the following instructions should be followed:

- Review the Hearing Officer’s decision carefully and note any requirements or conditions set forth in the decision letter.
- Submit a written Appeal to the Executive Director.
- The Appeal must be submitted to the Executive Director within 14 calendar days. Unless proof of extraordinary circumstances is provided, late Appeals will not be considered.
- Failure to submit a timely Appeal is a waiver of the right to Appeal to the Executive Director.
- The Appeal should include the following.
  - The applicant/participant full name, mailing address, daytime telephone number, and email address.
  - A clear and concise statement of the reason(s) for disagreeing with the Hearing Officers’ decision.
    - The legal rule or HAGC policy which has been misapplied, misapplied, or not properly considered by the Hearing Officer;
    - All facts which have been misunderstood, misapplied or not properly considered by the Hearing Officer or new information which would change the decision;
    - All documents and evidence which support the Appeal.
      - This may include letters from doctors, landlords, employers, rehabilitation centers, counselors, photographs, and notarized statements.
  - If the Appeal is based on your failure to appear at the scheduled Fair Hearing, detail the reasons leading to the failure to appear and provide proof to support the failure to appear.
  - Please note Applicants and Participants requesting an Appeal will not be scheduled for a Second Fair Hearing, unless it is determined necessary by the Executive Director.

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**RESOLUTION #19-91**

**RESOLUTION APPROVING REVISED**

**PET POLICY**

**CARINO PARK APARTMENTS  
COLONIAL PARK APARTMENTS  
DEPTFORD PARK APARTMENTS  
NANCY J ELKIS SENIORS HOUSING  
SHEPHERD'S FARM SENIOR HOUSING  
PROJECT 2014-1, SINGLE FAMILY DWELLING UNITS**

**WHEREAS**, the Housing Authority of Gloucester County (HAGC) previously adopted a Pet Policy dated August 25<sup>th</sup>, 2004 and previously revised it on January 27, 2016 and June 27, 2018; and

**WHEREAS**, the Housing Authority of Gloucester County wishes to revise said Pet Policy for Carino Park Apartments, Colonial Park Apartments, Deptford Park Apartments, Nancy J Elkins Seniors Housing, Shepherd's Farm Senior Housing and Project 204-1 Single Family Dwelling Units, in order to incorporate regulations mandated by the Department of HUD; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the Revised Pet Policy be and is hereby approved as attached hereto; and

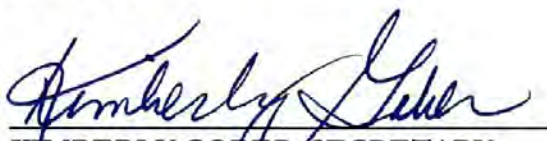
**BE IT FURTHER RESOLVED** that the Executive Director be and is hereby directed to file a copy of this Pet Policy to HUD in connection with the Annual Plan submission.

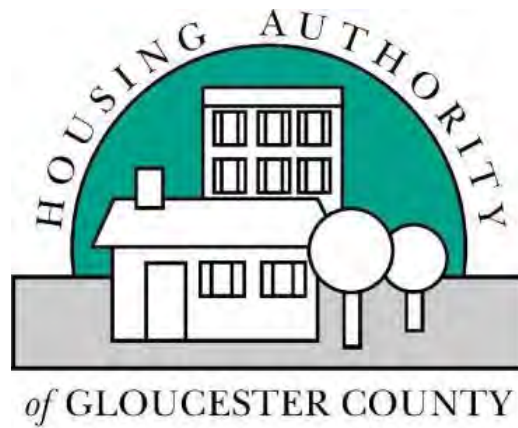
**ADOPTED** at the Meeting of the Housing Authority of Gloucester County Board of Commissioners, held on the 25<sup>th</sup> day of September 2019.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY:   
WILLIAM W. BAIN, JR., CHAIRMAN

**ATTEST:**

  
KIMBERLY GOBER, SECRETARY  
DATED: SEPTEMBER 25, 2019



# PET POLICY

# HOUSING AUTHORITY OF GLOUCESTER COUNTY

COLONIAL PARK APARTMENTS  
DEPTFORD PARK APARTMENTS  
CARINO PARK APARTMENTS  
NANCY J. ELKIS SENIORS HOUSING  
SHEPHERD'S FARM SENIOR HOUSING  
PROJECT 204-1, SINGLE-FAMILY DWELLING UNITS

## **I. Preamble**

This Pet Policy provides the Housing Authority of Gloucester County's ("The Authority") rules and conditions under which a pet may be kept in properties owned or managed by the Authority. The primary purpose of these rules is to establish reasonable requirements for keeping common household pets in order to provide a decent, safe and sanitary environment for existing and prospective tenants, Authority employees, and the public, and to preserve the physical condition of the Authority's property.

This Policy is established in accordance with the following Federal Regulations:

*24 CFR 960, Subpart G*  
*24 CFR Part 5, Subpart C*

Violation of this Policy may be grounds for removal of the pet or termination of the pet owner's tenancy (or both), in accordance with the provisions of this Policy, the Lease, and applicable regulations and State or local law.

## **II. Definition of Pet**

For the purposes of this Policy, pets are defined as:

- A. Domesticated dogs not exceeding 25 pounds in weight and meeting other requirements of this Policy.
- B. Domesticated cats not exceeding 25 pounds in weight and meeting other requirements of this Policy.
- C. Fish in approved tank not exceeding 20 gallons of water.
- D. Domesticated, caged, small birds in approved cage.

No other living creature shall be considered a pet for the purposes of this Policy. The Authority may, within its discretion, approve domesticated dogs or cats over the above weight limits who otherwise meet the requirements of this Policy.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability OR are animals that provide emotional support that alleviate one or more identified symptoms or effects of a person's disability. Assistance animals are a type of reasonable accommodation for individuals with disabilities. As such, documentation to demonstrate the connection between the benefit that the animal provides and the need of the person is necessary. Animals that are required as a reasonable accommodation to assist, support, or provide service to persons with disabilities are not defined as pets.

## **III. Definition of "Elderly or Disabled family" and "Project for the Elderly or Persons with Disabilities"**

For purposes of implementing this Pet Policy, the Authority shall apply the definitions of 'elderly or disabled family' and "Project for the Elderly or persons with disabilities" as contained within 24 CFR 5.306, Definitions.

#### **IV. Pet Permit Application**

- A. Tenants who wish to apply for a Pet Permit must file an application for a Pet Permit with the Authority. Applications will be processed on a first-come, first-served basis.
- B. Those who have a history of poor housekeeping and/or damaging Authority owned/managed property will be denied a Pet Permit for a period of one year from the date of the application. Reconsideration for a pet permit will be given if the tenant has no housekeeping or damage violations for 12 consecutive months.
- C. Those who have been found to violate their lease by having a pet on the premises without a valid Pet Permit shall be denied a Pet Permit for a period of one year from the date of the violation.

#### **V. Conditions for Issuance of a Pet Permit**

For dogs and cats only:

- A. With the exception of the elderly and disabled as defined in 24 CFR 5.306, the applicant must file a Certificate of Insurance with the Authority certifying that applicant has renter's insurance with liability and property damage coverage. Insurance must remain in effect for the life of the pet permit. Renters may request a waiver of this requirement in writing to the Executive Director.
- B. The applicant must provide proof, each year, of Municipal Registration of the pet in accordance with NJ State Law and local ordinance.
- C. Applicant must provide proof from a licensed veterinarian or a state or local authority empowered to inoculate animals, each year, that the pet is in good health and has been inoculated for distemper and rabies; and information sufficient to identify pet and demonstrate it is a common household pet. The Authority shall also accept a Certification of Exemption from Vaccination form from a veterinarian who certifies in writing that the pet is incapable of being inoculated because of infirmity, other physical condition, or regimen of therapy as provided by the regulations of the State of New Jersey Department of Health.
- D. Prior to issuance of Pet Permit, applicant agrees to post a pet security deposit of \$300.00 for each dog or cat. For the elderly and disabled, the fee shall be \$100. Any balance of the pet security deposit will be refunded to the tenant after the tenant moves or no longer owns the pet. Total pet security deposit may be paid over time. Initial amount of \$50.00 is due when pet is brought into unit. Subsequent monthly payments of \$10 per month must be made until the total requirement has been satisfied.
- E. The pet deposit may be used to pay reasonable expenses directly related to the presence of the pet on the property. Such expenses would include, but not be limited to, the cost of repairs and replacement to unit, fumigation of the unit, and the cost of animal care facilities

- F. Tenants will be charged a separate waste removal penalty fee, of \$5.00 per occurrence, for failure to comply with pet rule on waste removal. See Pet Management
- G. For single-family dwelling units (Project 204-1, EHOs, 501 Properties), the tenant shall pay a non-refundable monthly fee of \$5.00 to cover the costs relating to the presence of pets. (This fee is not applicable to Colonial Park, Carino Park, Deptford Park, Shepherd's Farm or Nancy J. Elkins Seniors Housing because they are projects designated for elderly/disabled residents.)

For all pets, as defined in this Policy:

- A. The applicant must sign a statement that said applicant assumes all personal financial responsibility for damage to any personal property and property owned/managed by the Authority or any of its affiliates caused by the pet and said applicant assumes personal responsibility for personal injury to any party caused by said pet.
- B. Applicant must certify and agree to the general terms and conditions of the management of said pet and acknowledge that the Pet Permit can be revoked for failure to follow pet management rules.
- C. Prior to issuance of Pet Permit, applicant agrees to sign a statement that applicant has read and understands the Pet Policy and agrees to amend the lease accordingly.
- D. As part of the application process for a Pet Permit, the applicant must file a "Pet Emergency Care Plan" in case applicant is unable to care for said pet in an emergency. This plan must empower the Authority, or any of its affiliates, as applicable, to transfer the responsibility of the pet to an approved friend or relative of the applicant that is off the premises of the project.

## **VI. Pet Management Plan**

- A. Only one Pet Permit will be issued per dwelling unit.
- B. An individual Pet Permit may only be issued for one dog, or one cat, or one 20 gallon fish tank, or one bird cage.
- C. Pets must be confined to apartment unless on a leash or appropriately and effectively restrained for the high-rise buildings only.
- D. Pets shall not wander without appropriate and effective restraints in common areas of the building or on the grounds or at any time.
- E. In the event that the tenant leaves the building or property in an emergency, the pet is to be provided for in accordance with the "Pet Emergency Care Plan" within 24 hours of departure of said tenant.
- F. Tenant shall be responsible to maintain the dwelling unit free of flea infestation. All cost associated with the treatment of fleas and/or ticks shall be the responsibility of the tenant.
- G. Tenant acknowledges responsibility for the cleanliness of pets and removal of pet waste from building daily by:

1. Placing cat litter waste into bag and into trash chute or outside trash can.
2. Placing dog on leash and taking dog to established "Pet Relief Area" as designated in the high-rise buildings only. Tenants are responsible to remove and properly dispose of all removable pet waste from the Pet Relief Area.

*Note: Tenants are not to store pet waste in their apartment/house or flush pet waste with "kitty litter" down the toilet, sinks, or bathtubs.*

3. Pet owners must own a vacuum cleaner and clean up pet residue (odor, hair, seeds, feathers, water) daily. Dwelling units must be kept clean and free of odors at all times.
4. Pet owners must prevent pets from damaging property (within apartment/house, common areas, grounds or personal property of others), and assume all liability regardless of fault in cases where said pet contributes to or causes property damage or personal damage in accordance with New Jersey state and local law.
5. Tenant agrees to manage pet in such a way that it does not contribute to complaints from other tenants or neighbors regarding behavior and/or activities of said pet.
6. Tenant must certify that pet is not pregnant and has been spayed or neutered if pet is a cat and spayed if pet is a female dog. If pet is a young cat or dog, tenant must agree to have the pet spayed or neutered as soon as the pet reaches the minimum age for being spayed or neutered and to provide the management with certification of the procedure.
7. Tenant agrees to keep property free of dog/cat waste.
8. Tenant agrees to provide for the adequate care, nutrition, exercise and medical attention for their pets.
9. Tenant agrees that no pet shall be tied up, chained, or otherwise tethered anywhere on Authority property and left unattended for any amount of time,
10. Bird cages are not permitted to be attached to ceilings.

## **VII. Pet Control**

Tenant must keep pet appropriately and effectively restrained and under the control of a responsible adult while in public and on common areas of the premises. For single-family dwelling units (Project 204-1 only), pets shall not be left unattended outside of the dwelling unit unless in a fenced enclosure approved by management.

Tenant must not permit pet to defecate or urinate in a dwelling unit, on common areas, or on the undesignated grounds.

## **IX. Inspection of Dwelling Unit**

Tenant agrees, as a condition of accepting the Pet Permit, that tenant's dwelling unit will be available for inspection of compliance with Pet Policy at any time during working hours on thirty (30) minute notice.

Damages caused by the pet, as determined by inspection, shall be repaired/replaced by management at the time the damages are discovered. Tenant will be billed for full repair/replacement and labor cost at time of repair.

#### **X. Petition of Removal**

The Executive Director, or his/her designee, may require pet owners to remove their pets upon the petition of two (2) or more neighboring residents who allege a complaint against the pet owner for non-compliance with the Pet Policy. The tenant will be afforded a fair hearing on said infraction with the Executive Director, or his/her designee. The tenant must abide by determination of said hearing, which may include removal of the pet within 72 hours.

#### **XI. Revocation of Pet Permit**

A. Revocation of Pet Permit may occur upon the occasion of the following conditions:

1. Upon death of pet;
2. Upon permanent removal of pet from the apartment/house;
3. For non-payment of the monthly security deposit installment in accordance with Conditions for Issuance of a Pet Permit.

B. Upon determination by management of the Authority, that the following conditions may be considered cause for revocation:

1. Pet has caused damage to any dwelling unit, common areas, personal property or persons.
2. Pet has bitten, scratched or caused injury to any person.
3. Pet makes animal sounds that are generally annoying to tenants, neighbors or Authority management, for example, barking dog or loud meowing cat.
4. Pet defecates or urinates in a dwelling unit, on common areas, or on the undesignated grounds.
5. Pet is found out of control of tenant; a) dog off leash; b) cat running loose; c) bird not caged.
6. Upon expiration of municipal animal license, unless renewed.
7. Upon expiration of inoculation unless current inoculation status is recertified.
8. Upon determination by the Authority that the pet is a danger and hazard to the health and safety of tenants, management, employees and/or guests of the Authority.
9. Upon determination by the Authority that the pet is not being cared for adequately by tenant, including but not limited to tenant's failure to feed, groom or exercise the pet such that the pet's wellbeing is harmed.

Written notice of a permit revocation will be served on the pet owner in writing 10 (ten) days before the effective date. The Notice shall include a brief factual statement of the violation. The tenant will be afforded a fair hearing with the Executive Director or his/her designee. The tenant must abide by determination of said hearing, which may include removal of the pet within 72 hours.

#### **XIV. Death of Pet**

The tenant shall be responsible for arranging for burial or other disposal, off the premises, of pets in the event of death of the pet. Tenant shall notify the Authority of any pet death within 10 calendar days.

#### **XIV. Pet Temporarily on Premises**

Pets which are not owned by a tenant will not be allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

#### **XIV. Absence of Tenant**

The tenant shall supply the name, address and phone number of two responsible parties who will care for the pet if the pet owner dies, is incapacitated or is otherwise unable to care for the pet. If the responsible party is unwilling or unable to care for the pet or if the Authority, after reasonable efforts, cannot contact the responsible party the Authority may contact the appropriate state or local agency and request the removal of the pet. Any cost to remove the animal will be a charge to the tenant.

#### **XIV. Emergencies**

The Authority will take all necessary steps to ensure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate state or local entity authorized to remove such animals. Any cost to remove the animal will be a charge to the tenant owner.



PET PERMIT APPLICATION

Project Name \_\_\_\_\_ Date \_\_\_\_\_

Tenant Name \_\_\_\_\_ Apt # \_\_\_\_\_

Type of permit requested: Bird \_\_\_\_\_ Fish \_\_\_\_\_ Cat \_\_\_\_\_ Dog \_\_\_\_\_

Weight of the Cat/Dog \_\_\_\_\_

Breed of the Pet \_\_\_\_\_

Size of Fish Tank \_\_\_\_\_

IF CAT: Declawed \_\_\_\_\_ Not Declawed \_\_\_\_\_

Date pet is expected to be brought to the apartment \_\_\_\_\_

Pet Security Deposit is required as follows. Payment must be made in accordance with the Pet Policy.

204-1 Family Dwelling Units = \$300

Elderly/Disabled = \$100.00

Applicant agrees to comply with the terms of the Pet Policy. Applicant agrees to attach a photograph of the pet to this application.

By: \_\_\_\_\_  
Tenant

**DO NOT WRITE BELOW THIS LINE**

---

Date application received: \_\_\_\_\_ By: \_\_\_\_\_

Policy explained to tenant by: \_\_\_\_\_

Amount of Pet Security Deposit: \_\_\_\_\_

Apartment inspected for housekeeping Yes \_\_\_\_\_ No \_\_\_\_\_

Approved by: \_\_\_\_\_

Rejected by: \_\_\_\_\_

Reason for rejection: \_\_\_\_\_

Date Permit issued: \_\_\_\_\_ Permit# \_\_\_\_\_

---

## LEASE ADDENDUM

TENANT \_\_\_\_\_ PROJECT \_\_\_\_\_ PET PERMIT # \_\_\_\_\_

## 1. \_\_\_\_\_ Parties and Dwelling Unit:

The parties of this permit are the Housing Authority of Gloucester County, referred to as the management/landlord and \_\_\_\_\_ referred to as the tenant. The landlord leases to the tenant unit number \_\_\_\_\_ located at \_\_\_\_\_

## 2. \_\_\_\_\_ Length of Time (Term):

The term of this permit shall begin on \_\_\_\_\_ and end in accordance with the provisions of the Pet Policy.

## 3. \_\_\_\_\_ Waste Removal Charge:

The tenant agrees to pay \$5.00 each occurrence as a separate pet waste removal penalty for failure to comply with pet rule on waste removal.

## 4. \_\_\_\_\_ Pet Security Deposit:

The tenant has an initial pet security deposit in the amount of \$ \_\_\_\_\_ with the landlord. The tenant will continue to pay the landlord \$10 per month, due on the 1<sup>st</sup> of each month, until the total pet security deposit amount is equal to \$100 or \$300. The landlord will hold the pet security deposit for the period tenant occupies the unit. After the tenant has moved from the unit, the landlord will determine whether the tenant is eligible for a refund of any or all of the Pet Security Deposit and make such refund within thirty (30) days. The pet security deposit will be held at Fulton Bank of New Jersey, in Account # \_\_\_\_\_, which shall be an interest bearing account.

5. \_\_\_\_\_ Tenant agrees to obtain renter's insurance with liability and property damage coverage prior to issuance of the Pet Permit and to keep insurance current so long as the pet resides in the unit. (This requirement is not applicable and "elderly or disabled family" and/or "Project for the Elderly or persons with disabilities")

6. \_\_\_\_\_ Tenant agrees to file a copy of any Municipal Registration or license with the landlord and to keep same current.

7. \_\_\_\_\_ Tenant agrees to keep the pet properly inoculated for rabies and distemper and to provide landlord proof that such inoculations or vaccinations are current. The Authority shall also accept a Certification of Exemption From Vaccination form from a veterinarian who certifies in writing m the pet is incapable of being inoculated because of infirmity, other physical condition, or regimen of therapy as provided by the regulations of the State of New Jersey Department of Health.

8. \_\_\_\_ Tenant agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet, and assumes personal responsibility for personal injury to any party caused by the pet, in accordance with State and Local law.
9. \_\_\_\_ Tenant hereby certifies and agrees to the general terms and conditions of the management and understands and acknowledges that the Pet Permit can be revoked for failure to follow and abide by the Pet Policy.
10. \_\_\_\_ Tenant agrees, in the event it becomes necessary for the landlord to retain or hire a lawyer to represent the landlord for the purpose of advising, preparing for, conducting an action for eviction of the tenant, or collection of pet damages, the tenant shall be obligated to pay and be liable to the landlord for the payment of all reasonable lawyer fees and court costs and shall be considered to be additional rent due and owing, upon the presenting of a bill for same to the tenant, if the landlord prevails in the action.
11. \_\_\_\_ The tenant has read and understands the Pet Policy and agrees to amend the lease accordingly.
12. \_\_\_\_ Tenant agrees and understands that the Pet Policy is part of the lease and this permit.
13. \_\_\_\_ Tenant agrees to file a "Pet Emergency Care Plan" with the landlord and agrees to hold the landlord and employees harmless of any liability in connection with the Pet Emergency Care Plan.
14. \_\_\_\_ Tenant agrees to pay for any and all costs for the care of the pet in the pet care facility, if it becomes necessary,
15. \_\_\_\_ Tenant agrees to any reasonable changes in the Pet Management Rules that may occur in the future.
16. \_\_\_\_ Tenant agrees to make the apartment available for inspection, during normal working hours, upon thirty (30) minute notice.
17. \_\_\_\_ Tenant agrees to have pet use outside pet relief area, if pet is dog or cat, or cats may use approved kitty litter container in apartment. Tenant further agrees to pay \$5.00 per occurrence for the cost of any clean up as the result of "accidents" by pet or for the failure of the tenant to clean up and properly dispose of any removable waste from the designated pet relief area.
18. \_\_\_\_ Tenant agrees to dispose of pet waste and kitty litter by placing in bags and putting bag in trash chute or exterior trash bin daily.
19. \_\_\_\_ For single-family dwelling units, the tenant agrees to pay a non-refundable monthly fee of \$5.00 to cover the costs relating to the presence of pets. (This fee is not applicable to Colonial Park, Carino Park, Deptford Park, or Nancy J. Elkins Seniors Housing because they are projects designated for elderly/disabled residents.)

20. \_\_\_\_ Description of Pet: \_\_\_\_\_

LEASE ADDENDUM

As a condition of application for a Pet Permit issued on \_\_\_\_\_

I, \_\_\_\_\_, understand and agree to the Terms and  
Conditions of the Pet Policy.

Landlord – Sign and Date \_\_\_\_\_

Tenant – Sign and Date \_\_\_\_\_

## Pet Emergency Care Plan:

Project Name \_\_\_\_\_ Date \_\_\_\_\_

Tenant Name \_\_\_\_\_ Apt # \_\_\_\_\_

Type of Animal: Bird \_\_\_\_\_ Fish \_\_\_\_\_ Cat \_\_\_\_\_ Dog \_\_\_\_\_

IF CAT: \_\_\_\_\_ Declawed \_\_\_\_\_ Not Declawed \_\_\_\_\_

Weight of the Cat/Dog \_\_\_\_\_

Breed of the Pet \_\_\_\_\_

Size of Fish Tank \_\_\_\_\_

## RESPONSIBLE PERSON 1

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Relationship: \_\_\_\_\_

## RESPONSIBLE PERSON 2

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Relationship: \_\_\_\_\_

I \_\_\_\_\_ certify that the above named individuals will care for my pet in the event I die, become incapacitated, or otherwise become unable to care for the pet. I agree that if the above named individuals are unable to care for the pet or if the Authority, after reasonable efforts, cannot contact the responsible parties, the Authority may contact the appropriate state or local agency and request the removal of the pet. Any cost to remove the animal will be a charge to me.

By: \_\_\_\_\_

Tenant

**RESOLUTION #19-92**  
**RESOLUTION AUTHORIZING APPLICATION FOR FUNDS**  
**ADVERTISED IN HUD NOFA**

**FAMILY SELF SUFFICIENCY (FSS) PROGRAM COORDINATOR FUNDING**

**WHEREAS**, the Housing Authority of Gloucester County has heretofore participated in a Family Self Sufficiency (FSS) Program in its Housing Choice Voucher and Public Housing Programs; and

**WHEREAS**, the Housing Authority of Gloucester County has previously applied for and received funding to pay the salaries of the FSS Program Coordinator; and

**WHEREAS**, in order to continue to provide FSS services to our very low-income citizens, the Housing Authority of Gloucester County has determined to further participate in said program; and

**WHEREAS**, the United States Department for Housing and Urban Development has indicated that funding to pay the salary of the FSS Program Coordinator may be available pending the publication of a HUD Notification of Fund Availability (NOFA), and subsequent filing of an application by the Housing Authority of Gloucester County;

**NOW, THEREFORE, BE IT RESOLVED AND RATIFIED** by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director be and hereby is authorized to prepare and file an application with the Department of HUD, to continue funding in accordance with the NOFA to be published.

**BE IT FURTHER RESOLVED** that the Executive Director is authorized to arrange for "Memoranda of Understanding" or other programmatic required documents as may be necessary.

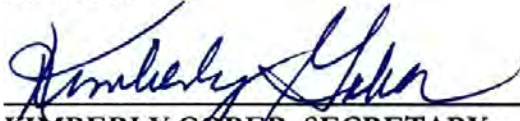
**ADOPTED** at a Meeting of the Housing Authority of Gloucester County, held on the 25<sup>th</sup> day of September 2018.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

WILLIAM W. BAIN, JR., CHAIRMAN

**ATTEST:**

  
KIMBERLY GOBER, SECRETARY

**DATED: SEPTEMBER 25<sup>TH</sup>, 2019**

TABLED

**RESOLUTION #19-93**

**RESOLUTION RENEWING THE CONTRACT FOR  
CARPET INSTALLATION AT  
VARIOUS MANAGED PROPERTIES**

**WHEREAS,** The Housing Authority of Gloucester County (HAGC) finds there exists a need to contract for the installation of carpet and padding as needed at various properties which are owned and/or managed by the HAGC; and

**WHEREAS,** the Housing Authority of Gloucester County (HAGC) had solicited bids for Carpet Replacement at Various Managed Properties; and

**WHEREAS,** the most economical proposal had been received from \_\_\_\_\_; and

**WHEREAS,** the HAGC finds \_\_\_\_\_ bid to be responsive and complete, with a cost per foot equal to the list attached herein; and

**WHEREAS,** said contract shall be effective for the period commencing December 1, 2019 and concluding on November 30, 2020, were the aggregate cost for all properties shall not exceed the amount of \$ \_\_\_\_\_; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the contract with \_\_\_\_\_ be and is hereby approved; and

**ADOPTED** at a Regular Meeting of the Housing Authority of Gloucester County, held on the 25<sup>th</sup> day of September 2019.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

**BY:** \_\_\_\_\_  
**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**KIMBERLY GOBER, SECRETARY**  
**DATED: SEPTEMBER 25, 2019**



**RESOLUTION #19-94**

**RESOLUTION AUTHORIZING EXECUTION OF THE CONTRACT FOR  
REPLACEMENT OF COMMUNITY ROOM DOOR  
DEPTFORD PARK APARTMENTS &  
CARINO PARK APARTMENTS**

**JERSEY ARCHITECTURAL DOOR & SUPPLY, INC.**

**WHEREAS**, the Housing Authority of Gloucester County (HAGC) finds there exists a need to contract for the Replacing of Community Room Doors at Deptford Park Apartments, 120 Pop Moylan Blvd., Deptford NJ and Carino Park Apartments, 100 Chestnut Lane, Williamstown, NJ; and

**WHEREAS**, the Housing Authority of Gloucester County (HAGC) had solicited bids for the Replacing of Community Room Doors at the above mention locations; and


**WHEREAS**, the most economical and responsive bid has been received from **JERSEY ARCHITECTURAL DOOR & SUPPLY, INC.**; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the contract with **JERSEY ARCHITECTURAL DOOR & SUPPLY, INC.** be and is hereby approved; and

**IT IS FURTHER RESOLVED** that the Executive Director be and is hereby authorized to execute the contract for the Replacing of Community Room Doors at Deptford Park Apartments, 120 Pop Moylan Blvd., Deptford NJ and Carino Park Apartments, 100 Chestnut Lane, Williamstown, NJ for the contract amount of **\$19,217.00**

**ADOPTED** at the Meeting of the Housing Authority of Gloucester County Board of Commissioners, held on the 25<sup>th</sup> day of September 2019.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY:   
**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

  
**KIMBERLY GOBER, SECRETARY**  
**DATED: SEPTEMBER 25, 2019**





**Bid Tabulation Sheet**  
REPLACEMENT OF COMMUNITY ROOM DOORS  
**IFB 19-013**  
September 10, 2019

**Housing Authority of Gloucester County**  
 Attended by:  
**John Rasmus**  
**Steve McComb**

[illegible]

<b>INDEPENDENT COST ESTIMATE (ICE)</b>
--

This Independent Cost Estimate (ICE) is being conducted as required by 24 CFR 85.36(f)(1) and as detailed within Section 3.2 of HUD Procurement Handbook 7460.8 REV 2.

**DEFINITION:** An ICE is a HA's estimate, based on previous history or current market conditions, of how much the HA expects the item(s)/service(s) to cost.

**JUSTIFICATION:**

The basis for this ICE is (attach documentation):

- ☐ Examined the price paid in the most recent contract(s) and factored in inflation or changed market conditions;
- ☒ Detailed cost estimate previously received from potential supplier/contractor;
- ☐ Published catalog or price list;
- ☐ Other (explain):

Explanation of Costs: To anticipate unit costs from recent competitions, the costs proposed by the successful contractor in response to IFB 19-013 submitted on 9.10.2019 conducted for these services have been used.

ITEM NO.	DESCRIPTION	UNIT \$
1	REMOVE AND REPLACE COMMUNITY ROOM DOOR SET WITH INSTALLATION OF AUTO DOOR OPENER AND WIRELESS MOUNT DAVIS BACON WAGE RATE	8725.00
2	FIELD PREP EXISITING FRAME FOR PAINT TO MATCH	875.00

**COMMENTS:**

COST FOR DOOR SET \$8725.00 x 2= \$17450

FIELD PREP EXISITING FRAMES FOR PAINT \$875.00 x 2= \$1750

ICE: \$19200

**COMPLETED BY:**

\_\_\_\_\_  
Signature

8.5.2019  
Date

John Rasmus  
Printed Name

Modernization Coord.  
Title

## BID EVALUATION FORM

[illegible]

**RESOLUTION #19-95**

**RESOLUTION AUTHORIZING EXECUTION OF THE CONTRACT FOR  
REPLACEMENT OF COMMUNITY ROOM FLOOR  
DEPTFORD PARK APARTMENTS &  
CARINO PARK APARTMENTS**

**A&J FLOORING OUTLET**

**WHEREAS**, the Housing Authority of Gloucester County (HAGC) finds there exists a need to contract for the Replacing of Community Room Floor at Deptford Park Apartments, 120 Pop Moylan Blvd., Deptford NJ and Carino Park Apartments, 100 Chestnut Lane, Williamstown, NJ; and

**WHEREAS**, the Housing Authority of Gloucester County (HAGC) had solicited bids for the Replacing of Community Room Floor at the above mention locations; and

**WHEREAS**, the most economical and responsive bid has been received from **A&J FLOORING OUTLET**; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the contract with **A&J FLOORING OUTLET** be and is hereby approved; and

**IT IS FURTHER RESOLVED** that the Executive Director be and is hereby authorized to execute the contract for the Replacing of Community Room Floor at Deptford Park Apartments, 120 Pop Moylan Blvd., Deptford NJ and Carino Park Apartments, 100 Chestnut Lane, Williamstown, NJ for the contract amount of **\$22,371.76**

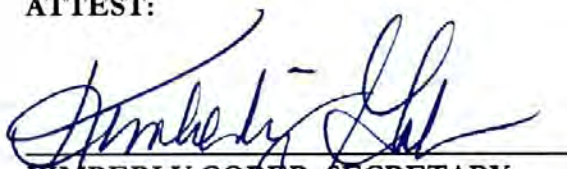
**ADOPTED** at the Meeting of the Housing Authority of Gloucester County Board of Commissioners, held on the 25<sup>th</sup> day of September 2019.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST:**

  
**KIMBERLY GOBER, SECRETARY**  
**DATED: SEPTEMBER 25, 2019**



**Bid Tabulation Sheet**  
COMMUNITY ROOM FLOOR REPLACEMENT  
**IFB 19-012**  
September 10, 2019 @2:00pm

Housing Authority of Gloucester County  
Attended by:  
John Rasmus  
Steve McComb

[illegible]

INDEPENDENT COST ESTIMATE (ICE)
---------------------------------

This Independent Cost Estimate (ICE) is being conducted as required by 24 CFR 85.36(f)(1) and as detailed within Section 3.2 of HUD Procurement Handbook 7460.8 REV 2.

**DEFINITION:** An ICE is a HA's estimate, based on previous history or current market conditions, of how much the HA expects the item(s)/service(s) to cost.

**JUSTIFICATION:**

The basis for this ICE is (attach documentation):

- ☐ Examined the price paid in the most recent contract(s) and factored in inflation or changed market conditions;
- ☒ Detailed cost estimate previously received from potential supplier/contractor;
- ☐ Published catalog or price list;
- ☐ Other (explain):

Explanation of Costs: To anticipate unit costs from recent competitions, the costs proposed by the successful contractor in response to IFB 19-012 submitted on 9.10.2019 conducted for these services have been used.

ITEM NO.	DESCRIPTION	UNIT \$
1	REMOVE AND REPLACE COMMUNITY ROOM FLOOR WITH MANNINGTON WALKWAY 20 MIL CARINO PARK	11129.84
2	REMOVE AND REPLACE COMMUNITY ROOM FLOOR WITH MANNINGTON WALKWAY 20 MIL DEPTFORD PARK	10388.18

**COMMENTS:**

\$21518.02

**COMPLETED BY:**

	8.5.2019	John Rasmus	Modernization Coord.
Signature	Date	Printed Name	Title

## BID EVALUATION FORM

[illegible][illegible][illegible]

Recommendation
<p>1. The Board should approve the proposed amendments to the Bylaws, including the changes to the terms of office and the election process for the Board members.</p> <p>2. The Board should approve the proposed amendments to the Articles of Incorporation, including the changes to the purpose and objectives of the organization.</p> <p>3. The Board should approve the proposed amendments to the Financial Policies, including the changes to the budgeting and financial reporting procedures.</p> <p>4. The Board should approve the proposed amendments to the Governance Policies, including the changes to the conflict of interest and whistleblower policies.</p> <p>5. The Board should approve the proposed amendments to the HR Policies, including the changes to the recruitment and compensation policies.</p> <p>6. The Board should approve the proposed amendments to the IT Policies, including the changes to the data security and privacy policies.</p> <p>7. The Board should approve the proposed amendments to the Environmental Policies, including the changes to the sustainability and environmental impact policies.</p> <p>8. The Board should approve the proposed amendments to the Social Policies, including the changes to the diversity and inclusion policies.</p> <p>9. The Board should approve the proposed amendments to the Ethics Policies, including the changes to the code of conduct and ethics training policies.</p> <p>10. The Board should approve the proposed amendments to the Risk Policies, including the changes to the risk assessment and management policies.</p>

A&J Flooring Outlet is the lowest responsive and responsible bidder and is recommended to be awarded the contract.  
R&A Flooring, LLC dba A&J Flooring Outlet has performed satisfactory in previous projects completed on time for the Authority.



**RESOLUTION #19-96**

**RESOLUTION AUTHORIZING AN INCREASE IN  
PUBLIC HOUSING FLAT RENTS**

**WHEREAS,** The Housing Authority of Gloucester County is required by HUD to establish flat rents for all residents of federally funded Public Housing. This is an alternative to rent based on a percentage of the household income. Residents may choose to pay either rent calculated at no less than 80 % of their monthly income or the flat rent that the HAGC has established for the unit. By law, Flat rents are intended to reflect the market; and

**THEREFORE,** The Housing Authority of Gloucester County has reviewed its Public Housing flat rent schedule for compliance with the Fair Market Rents published by HUD effective **January 1, 2020;** and

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of Gloucester County that the Executive Director be and is hereby authorized to change the flat rents as follows:

NJ-201	ZIP	Bedrooms	Utility Allowance	2020 FMR	2020 SAFMR	2020 Flat Rent
1	08071	2	157	1226	1240	1015
2	08094	2	169	1226	1270	1015
3	08096	2	165	1226	1340	1015
4	08086	2	157	1226	1420	1015
5	08096	2	166	1226	1340	1015
6	08086	2	157	1226	1420	1015
7	08094	3	196	1528	1590	1280
8	08012	3	349	1528	1610	1280
9	08094	3	208	1528	1590	1280
10	08086	3	196	1528	1770	1280
11	08093	3	196	1528	1330	1280
12	08051	3	196	1528	1820	1280
13	08096	3	196	1528	1670	1280
14	08094	3	356	1528	1590	1280
15	08093	3	196	1528	1330	1280
16	08096	3	196	1528	1670	1280
17	08093	3	196	1528	1590	1280
18	08094	3	196	1528	1590	1280
19	08094	3	222	1528	1590	1280



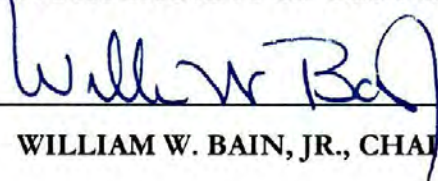
20	08080	3	349	1528	2010	1280
21	08096	3	196	1528	1670	1280
22	08096	3	191	1528	1670	1280
23	08086	3	196	1528	1770	1280
24	08096	3	196	1528	1670	1280
25	08094	3	196	1528	1590	1280
26	08094	3	349	1528	1590	1280
27	08080	3	349	1528	2010	1280
28	08094	3	349	1528	1590	1280
29	08096	3	196	1528	1670	1280
30	08080	3	196	1528	2010	1413
31	08090	3	196	1528	1630	1280
32	08096	3	196	1528	1670	1280
33	08090	3	196	1528	1630	1280
34	08093	3	196	1528	1330	1280
35	08096	3	196	1528	1670	1280
36	08094	3	349	1528	1590	1280
37	08096	3	196	1528	1670	1280
38	08090	3	196	1528	1630	1280
39	08090	3	196	1528	1630	1280
40	08094	3	196	1528	1590	1280
41	08094	3	196	1528	1590	1280
42	08096	3	196	1528	1670	1280
43	08094	3	196	1528	1590	1280
44	08094	3	196	1528	1590	1280
45	08086	3	196	1528	1770	1280
46	08090	3	191	1528	1630	1280
47	08096	3	196	1528	1670	1280
48	08090	3	196	1528	1630	1280
49	08093	3	196	1528	1330	1280
50	08096	3	196	1528	1670	1280
51	08096	3	196	1528	1670	1280
52	08093	3	196	1528	1330	1280

53	08086	4	233	1754	1770	1280
54	08090	4	233	1754	1630	1435
55	08096	4	233	1754	1670	1435
56	08093	4	233	1754	1330	1435
57	08051	4	233	1754	1820	1435
58	08094	4	408	1754	1590	1435
59	08090	4	233	1754	1630	1435
60	08093	4	228	1754	1330	1435
61	08096	4	233	1754	1670	1435
62	08090	4	228	1754	1630	1435
<b>NJ-203</b>	<b>ZIP</b>	<b>Bedrooms</b>	<b>Utility Allowance</b>	<b>2020 FMR</b>	<b>2020 SAFMR</b>	<b>2020 Flat Rent</b>
	08094	1	67	1013	1050	840
<b>NJ-204</b>	<b>ZIP</b>	<b>Bedrooms</b>	<b>Utility Allowance</b>	<b>2020 FMR</b>	<b>2020 SAFMR</b>	<b>2020 Flat Rent</b>
	08096	1	67	1013	1110	840

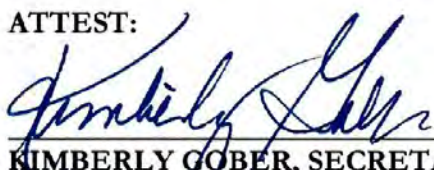
This resolution shall supersede previous resolutions establishing flat rents for the Public Housing Program.

**ADOPTED** at a Regular Meeting of the Housing Authority of Gloucester County held on September 25, 2018

HOUSING AUTHORITY OF GLOUCESTER COUNTY

BY:   
WILLIAM W. BAIN, JR., CHAIRMAN

ATTEST:

  
KIMBERLY GOBER, SECRETARY  
DATED: SEPTEMBER 25, 2019



**RESOLUTION #19-97**

**RESOLUTION ACCEPTING AND APPROVING  
AUDIT FOR PERIOD  
JANUARY 1, 2018 TO DECEMBER 31, 2018  
WITH REVISED FINANCIAL DATA SCHEDULE  
AS PREPARED BY BOWMAN & COMPANY LLP  
HOUSING AUTHORITY OF GLOUCESTER COUNTY**

**WHEREAS**, the Housing Authority of Gloucester County is a Public Housing Authority and authorized to act in said capacity relative to the United States Department of Housing and Urban Development; and

**WHEREAS**, the United States Department of Housing and Urban Development requires an audit of its operations; and

**WHEREAS**, the firm of Bowman & Company, LLP, an independent accounting and auditing firm, has performed an audit for HAGC FY 2018 as authorized by RES#18-60 and approved by RES#19-75; and

**WHEREAS**, it became necessary to update the Financial Data Schedule, specifically, reclassification and elimination entries in order to agree with the Basic Financial Statements and notes as originally presented and approved the Board on August 28, 2019.

**NOW, THEREFORE, BE IT RESOLVED** by the Housing Authority of Gloucester County that FY 2018 Audit prepared by Bowman & Company LLP with the Revised Financial Data Schedule has been reviewed by the Board of Commissioners and is hereby accepted as presented; and

**BE IT FURTHER RESOLVED** that copies of the FY 2018 Revised Audit shall be submitted to the Department of HUD and other parties as required by law.


**ADOPTED** at a meeting of the Housing Authority of Gloucester County, held on the 25<sup>th</sup> day of September 2019.

**HOUSING AUTHORITY OF GLOUCESTER COUNTY**

BY: 

**WILLIAM W. BAIN, JR., CHAIRMAN**

**ATTEST**

  
**KIMBERLY GOBER, SECRETARY**

**DATE: SEPTEMBER 25, 2019**

TABLED

RESOLUTION #19-98

RESOLUTION AUTHORIZING EXECUTIVE SESSION IN ORDER  
TO DISCUSS MATTERS FALLING UNDER EXEPTIONS  
TO THE OPEN PUBLIC MEETINGS ACT

**WHEREAS**, While the Sen. Byron M. Baer Open Public Meetings Act (OPRA, NJSA 10:4-6et seq.) requires all meetings of the Housing Authority of Gloucester County to be held in public, NJSA 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in "Executive Session", i.e. without the public being permitted to attend and:

**WHEREAS**, the Housing Authority of Gloucester County has determined that \_\_\_\_\_ issues are permitted by NJSA 10:4-12 (b) to be discussed without the public in attendance shall be discussed during an Executive Session to be held on September 25<sup>th</sup>, 2019 at 4:30 P.M. and;

**WHEREAS**, the nine (9) exceptions to public meetings set forth in NJSA 10:4-12(b) are listed below with the number of issues and any additional information shall be written:

- 1) **"Any matter which, by express provision of Federal law, State stature of rule of court shall be rendered confidential or excluded from public discussion"** the legal citation to the provision at issue is \_\_\_\_\_ and the nature of the matter described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_

- 2) **"Any matter in which the release of information would impair a right to receive funds from the federal government."** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_

- 3) **"Any material the disclosure of which constitutes an unwarranted invasion of privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, healthy, custodial, child protections, rehabilitation, legal defenses, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly."** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_



4) **"Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees of the public body."** The collective bargaining contract(s) discussed are between the Board and \_\_\_\_\_

5) **"Any matter involving the purchase lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed."** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_

6) **"Any tactics and techniques utilized in protecting the safety and property of the public provide that their disclosure could impair such protection. Any investigations of violations or possible violations of the law."** The nature of the matter, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_

7) **"Any pending or anticipated litigation or contract negotiation in which the public body is or may become a party. Any matter falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer."** The parties to and docket number of each item of litigation and/or the parties to each contract discussed are \_\_\_\_\_

and the nature of the discussion, described as specifically as possible without undermining the need for confidentiality is \_\_\_\_\_

8) **"Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining in of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting."**

Subject to the balancing of the public's interest and the employee's privacy rights under South Jersey Publishing Co. vs New Jersey Expressway Authority, 124 NJ 478, the employee(s) and nature of the discussion, described as specifically as possible without undermining the need for confidentiality are \_\_\_\_\_

- 
- 
- 9) "Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility." The nature of the matter, described as specifically as possible without undermining the need for confidentiality

is \_\_\_\_\_

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**WHEREAS**, the length of the Executive Session is estimated to be \_\_\_\_\_ minutes after which the public meeting of the Housing Authority of Gloucester County shall **(circle one)** reconvene and immediately adjourn or reconvene and proceed with business.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of Gloucester County will go into Executive Session for only the above stated reasons;

**BE IT FURTHER RESOLVED**, that the Secretary at the present public meeting, shall read aloud enough of this resolution so that members of the public in attendance can understand, as precisely as possible, the nature of the matters that will privately discussed.

**BE IT FURTHER RESOLVED** that the Secretary, on the next business day following this meeting, shall furnish a copy of this resolution to any member of the public who requests one at the fees allowed by NJSA 47:1A-1 et seq.

**I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE RESOLUTION APPROVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF GLOUCESTER COUNTY AT ITS PUBLIC MEETING HELD ON SEPTEMBER 25<sup>TH</sup>, 2019.**

**ADOPTED** at the Regular Meeting of the Board of Commissioners held on the **25<sup>TH</sup>** DAY OF SEPTEMBER 2019.

**THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

**BY:**

\_\_\_\_\_  
**WILLIAM W BAIN, JR., CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**KIMBERLY GOBER, SECRETARY**  
**DATED: SEPTEMBER 25, 2019**