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## Section 8 Administrative Plan

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## **Article I. General Provisions**

### **Section 1.01 Program Objectives**

The Objective of the Section 8 Housing Choice Voucher and Moderate Rehabilitation Programs is 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 and Moderate Rehabilitation 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*. Its purpose is to provide guidance for the consistent application of the policies and procedures adopted by the Authority in its administration of the Housing Choice Voucher Program and Moderate Rehabilitation Program.

### **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**

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.

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

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

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; Denying 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; Public 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.

Furthermore, it is the intention of the Authority to 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.

### **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. 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 move) 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 drug users, 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 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.

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 requested 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.

**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.

**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 of 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 confirmation 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 and one (1) for the Moderate Rehabilitation 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 wait lists, and whether the waiting list includes a sufficient number of extremely low-income families. See attached Equal Housing Opportunity Policy Section C 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 wait 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. 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 client has 30 days to request an Informal Hearing, failure to do so make necessary for the applicant to file a new application.

### **Section 3.07 Local Preference**

The Authority has established a system of local preference for the section of families admitted to the Housing Choice Voucher Program. 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.

#### Verification of Local Preference

To be entitled to a local 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.

#### **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.

#### 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 Sjodin National 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 attached "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. The Authority will not consider arrests that result in dismissed charges, acquittals and other dispositions short of a finding of guilty.

### **Section 3.14 Verification Factors and Required Documentation**

#### **Section 3.15 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 your 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 Drivers License or ID Card
- Military Service Records
- Federal/State Tax Return
- Other documents 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 this requirement is 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.

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

If a family does not meet the eligibility criteria as discussed in Article III and IV, 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 Our 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 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;
- 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 request 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.

**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. Please Section regarding VAWA for more information.

**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, and qualification for the local preference(s), Social Security Numbers and eligible immigration status will be verified through an independent, third party, as appropriate. 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 independent, third party verification the family's anticipated annual income (in accordance with Federal Laws and Regulations) is less than the appropriate Income Limit, as determined by the HUD, 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 programs. 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.

A health care provider must document the need for a live-in aide. Accordingly, HAGC will seek a "Verification of Need for Live-In Aide" from a health care provider. 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, HAGC will determine whether the specific individual indentified by the family as an aide is eligible by conducting a background /criminal check. HAGC 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, HAGC will require the participant to complete a live-in aide certification form.

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. Occasional, intermittent, multiple, or rotating care givers typically do not meet the definition of a live-in aide. A live-in aide must reside with a family permanently for the family unit size to be adjusted in accordance with the subsidy standards.

#### **Section 7.04 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. One 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 it 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 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 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

	<p>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</p>
Assistance to Persons with Disabilities	<p>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.</p>
Residency	<p>At least two of the following documents:  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 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	<p>This verification may be obtained from source of displacement project reported</p>

## **Article VIII. Occupancy Policies**

### **Section 8.01 Family Obligations**

Obligations of the family are described in the Housing Choice Voucher (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
- 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 PHA 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 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**

For Housing Choice Voucher Program participants, the Authority maintains a schedule of payment standards by unit size. An evaluation of the Housing Choice Voucher Program affordability adjustment shall be made annually prior to implementing a change in the Housing Choice Voucher Program Payment Standard Schedule. Affordability adjustments shall be made to the Payment Standards by the Executive Director or his/her designee, following an affordability adjustment study and determination. The affordability adjustment shall be conducted so as to determine whether families have a sufficient level of subsidy to allow freedom of choice in the selection of rental housing within the Authority's jurisdiction. Affordability adjustments in the Payment Standard will be consistent with funding limitations as set forth in the Annual Contributions Contract, Federal Law, and regulations set by HUD. The Authority may establish a higher payment standard (although still between 90% and 110% of the Fair Market Rents for Gloucester County, as determined by HUD) as a reasonable accommodation for a family that includes people with disabilities.

### **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. See section X of Protections under VAWA.

**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 initial Public Housing Authority. Within the limitations of the regulations and this plan, 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 its assisted unit in violation of the lease. See exceptions for VAWA under Section X on Protections under VAWA.

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

Generally, 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.

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, use of the tenants address for any non-temporary purposes.

### **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**

Subject to an exception in set forth below, 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. 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. 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. 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. Further, see the Authority's Policy for Zero Income Families as stated above.

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

Families are required to supply all required information, as described in the reexamination notice, to the reexamination appointment or supply the information by mail. 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 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. 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 before the beginning of the initial lease term and prior to the HAP contract execution.

### **Section 10.02 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.

### **Section 10.03 Repairs**

Owners shall be given a reasonable amount of time, 30 days, to make repairs to units, in accordance with Federal rules and regulations. The Authority may grant extensions of time to make repairs upon the request of the owner. All life-threatening HQS deficiencies must be corrected within 24 hours from the inspections. 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. It is the owner's responsibility to notify the Authority when repairs have been made. Upon doing so, the Authority will schedule an inspection of said repairs to determine if the unit meets the HQS.

### **Section 10.04 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.

Extensions for correcting non-life-threatening HQS deficiencies will be granted in cases where the Authority determines that the owner or family has made a good faith effort to correct the deficiencies and is unable to do so for reasons beyond their control.

### **Section 10.05 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.

## **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. 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.

### **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.

## **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 or 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 attached as an exhibit.

### **Article XIV. Project Based Vouchers**

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, except where noted below:

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

Applicants will be treated in accordance with Article II of this document unless otherwise noted. 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.

#### **Section 14.02 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.

#### **Section 14.03 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 14.04 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.

#### **Section 14.05 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.

### **Article XV. 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 an 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:**

Notwithstanding its title, this policy is gender-neutral and its protections are available to males who are victims of domestic violence, sexual assault, dating violence, or stalking, as well as female victims of such violence. The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women Reauthorization of 2013 Act (VAWA) regarding domestic violence, sexual assault, dating violence, and stalking, as hereinafter defined. 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.

**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, 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:**

- A. Bifurcate means - with respect to a public housing or a Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining affiliated members, lease and occupancy rights are allowed to remain.
- B. Domestic Violence – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.”
- C. Dating Violence – means violence committed by a person— 1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and 2. where the existence of such a relationship shall be determined based on a consideration of the following factors: i. The length of the relationship. ii. The type of relationship. iii. The frequency of interaction between the persons involved in the relationship.
- D. Stalking – means engaging in a course of conduct directed at a specific person that would cause a reasonable person to – 1. Fear for the person's individual safety or the safety of others; or 2. Suffer substantial emotional distress.
- E. Sexual Assault- means any nonconsensual sex act proscribed by Federal, Tribal, or state law including when the victim lacks capacity to consent.
- F. Immediate Family Member - means, with respect to a person – 1. a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or 2. any other person living in the household of that person.
- G. Perpetrator - means person who commits an act of domestic violence, dating violence or stalking against a victim.

### IV **Admissions and Screening**

- A. Non-Denial of Assistance. The Authority will not deny admission to public housing or to the Section 8 programs 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 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,

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

A. VAWA Protections. Under VAWA, public housing residents and persons assisted under the Section 8 programs have the following 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 a member of the tenant’s household. 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.

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.

## 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. Police or court record – by providing to the Authority a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

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.

## 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 a public housing eviction proceeding or in connection with termination of Section 8 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.

B. Notification of rights. All tenants of public housing and tenants participating in the Section 8 rental assistance program shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

### **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.

### **XII. Notification**

The Authority shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

## **Housing Authority of Gloucester County**

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

#### **Emergency Transfers**

The Housing Authority of Gloucester County (HAGC) 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> HAGC 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

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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.



transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of HAGC 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 HAGC 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 HAGC'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.

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify HAGC's management office and submit a written request for a transfer within the Housing Authority of Gloucester County. HAGC 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 HAGC'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.

### **Confidentiality**

HAGC will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HAGC 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

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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.

domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about HAGC'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**

HAGC cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HAGC will, however, 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. HAGC 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, HAGC has no safe and available units for which a tenant who needs an emergency is eligible, HAGC 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. This shall include a transfer from an HAGC Public Housing unit to the HAGC's or GHA's Section 8 Voucher Program. At the tenant's request, HAGC 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.

### **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](mailto: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)

**HOUSING AUTHORITY OF GLOUCESTER COUNTY  
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.

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

HAGC Representative/ Title

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

\_\_\_\_\_  
Date