HOUSING CHOICE VOUCHER PROGRAM TENANT BRIEFING PACKET



TENANT PROCESSING CENTER 100 POP MOYLAN BOULEVARD

DEPTFORD NJ 080986

www. hagc.org 856-853-1190 (phone) 856-251-6671 (fax)

Kimberly Gober Executive Director

Eydie Blair Intake Department Supervisor

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TENANT PROCESSING CENTER

EMPLOYEE CONTACT LIST

856-853-1190 (phone)

856-251-6671 (fax)

Eydie Blair	Intake Department Supervisor/Portability Coordinator	x203
Letitia Everly	Senior Housing Specialist/HOME FUNDs	x207
James Bundy	Tenant Interviewer - Investigator	x206
Margie Myers	Wait List Coordinator	x212
Chrystal Travis	Receptionist	x201

TO CHECK STATUS OF PLACEMENT ON WAITLING LIST: 856-848-4924

Janice Freer	Section 8 Department Supervisor	x209
Nancy Motson	Payment & Inspections Coordinator	x211
Jon Cama	Senior Housing Inspector	x238
Heather Faulkner	Family Self-Sufficiency Coordinator Homeownership Coordinator Moderate Rehabilitation Program Veterans Programs	x228
Jill Kaminski	Tenant Interviewer- Investigator	x208
Katherine Rosario	Tenant Interviewer- Investigator	x223
Morgan Cox	Tenant Interviewer- Investigator	x205
Tawana Law	Tenant Interviewer- Investigator	x213
Candice Byrne	Tenant Interviewer- Investigator	x227



Section 8 Housing Choice Voucher Program

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





GLASSBORO VOUCHER HOLDERS

The Housing Authority of Gloucester County (HAGC) and the Housing Authority of the Borough of Glassboro (GHA) are two separate housing authorities. However, HAGC serves as the managing agent for and GHA. While much of the program operates the same for GHA and HAGC there are a few important differences:

- 1. The GHA voucher gives you the authorization to locate housing within the Borough of Glassboro. If you are seeking housing outside the Borough of Glassboro, you must have the permission to port to another housing authority. GHA limits new voucher holders who were not living within the Borough of Glassboro at the time of application to exercise portability.
- 2. GHA does not have a Family Self-Sufficiency or Homeownership program.
- 3. All GHA Policies, including the Section 8 Administrative Plan, are located on GHA's website, www.glassborohousing.org.



HOUSING CHOICE VOUCHER PROGRAM

TENANT BRIEFING PROGRAM

I certify that I have participated in the Tenant Briefing Program held at the Housing Authority of Gloucester County. I received the Briefing Packets and the contents have been explained to me by the Housing Authority. I have been provided information on my housing search and what I must do to obtain rental assistance from the Housing Authority. The rules and regulations for keeping my housing assistance have been explained to me, and I know I can lose my rental assistance if I violate those rules. I have been issued a Housing Choice Voucher. It is my responsibility to locate suitable and eligible housing before the expiration of my voucher and to notify the housing authority if I am having difficulty.

I know I can call the Housing Authority of Gloucester county at 856-853-1190 if I have any questions.

Giving True and Complete Information: I certify that all the information I have provided related to household composition, income, assets, allowances and deductions is accurate and complete to the best of my knowledge. I have reviewed the application and certify that the information shown is true and complete.

Reporting Changes in Income or Household Composition: I understand that I am required to report within 14 days any changes in income or household size. I understand that failure to do so may result in termination of my subsidy. I understand that failure to do so will result in me having to repay any assistance paid on my behalf by the Housing Authority. I understand that reporting changes to other entities (for instance, Social Security Administration, Department of Economic Services, or my landlord), does NOT constitute notice to the Housing Authority– all changes must be reported directly to the Housing Authority, in writing.

Criminal and Administrative Actions for False Information: I understand that knowingly providing false, incomplete, or inaccurate information is punishable under federal or state criminal law. I understand that knowingly providing false, incomplete, or inaccurate information is grounds for termination of housing assistance. I understand that failure to provide accurate and complete information will result in the Housing Authority reporting my name and social security number to a national database of households ineligible for federally subsidized rental assistance, which will prevent me from receiving additional assistance in any state.

Signature of Household Member	Date





THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

HOUSING CHOICE VOUCHER PROGRAM

TENANT BRIEFING PACKET

Policy Statements

All program applicants and participants are subject to the policies contained within the Administrative Plan. A complete copy of HAGC's Administrative Plan is available at <u>www.hagc.com</u>. The policy statements below are contained within the Administrative Plan.

HAGC Providing Information to Owners: The Authority must provide interested owners with the family's current address, current landlord and prior landlord. The unit 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.

<u>Reporting Changes</u> As indicated in Family Obligations, a family is required to report all changes in income and family composition to the Authority. All changes must be reported in writing within 14 calendar days.

Fair Housing & Equal Opportunity:

Non-Discrimination

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

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

Assistance for Families Claiming Unlawful Discrimination

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



repeated discrimination against the family. The Intake Supervisor or Section 8 Supervisor, as appropriate, shall provide personal referrals to units with vacancies and call the apartment managers of said units to arrange for an appointment for the family to see the unit. Assistance will also be provided in the exercise of the person's rights including providing information on how to fill out and file a housing discrimination complaint. The Authority will keep a record of all complaints, investigations, notices, and corrective actions.

Policies Related to Persons with Disabilities:

Families with disabled individuals may call their processor for a current listing of accessible units that may be available.

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

a. Definitions

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

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

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

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

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

b. <u>Requesting a Reasonable Accommodation</u>

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

c. <u>Verification of Reasonable Accommodation Request</u>

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

The Authority will request third-party verification to support the need for a reasonable accommodation. Third-party verification must be obtained from a Qualified Individual. A Qualified Individual can be a doctor or other medical



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

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

d. Denial of Request for Reasonable Accommodation

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

<u>Subsidy Standards</u>: 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.

<u>Requirements</u>: 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.

<u>Exceptions</u>: 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.

<u>Live in Aides</u>: A live-in aide is defined as a person approved by the Authority who resides in the unit to care for a "family member" who is disabled or at least 50 years of age and who: (1) Is determined to be essential to the care and well-being of the person(s); (2) Is not obligated for support of the person(s); and (3) Who would not be living in the unit except to provide necessary support services. All requests for Live-in aides shall be treated in accordance with the Authority's Live-in Aide Policy.

Payment Standards: In accordance with the Small Area Fair Market Rent (SAFMR) Final Rule (FR-5855-F-03) The Authority is obligated to implement SAFMRs effective April 1, 2018. As such, in lieu of determining Housing Choice Voucher (HCV) payment standards using a metropolitan area-wide FMR, payment standards will use FMR's calculated for Zip codes within the metropolitan area. The revised payment standards, as determined by the Authority, must be within 90 percent to 110 percent of the HUD published SAFMR for the zip code area. With respect to all families under HAP contract on April 1, 2018, the Authority shall implement the decreased payment standard schedule after the family's second regular re-examination following the effective date of the decrease in the payment standard. For all new HAP contracts, including relocations with continued housing assistance and new lease ups, the payment standard schedule shall be effective April 1, 2018.

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.



<u>The total tenant payment</u> 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.

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.

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.

Reasonableness of Rent:

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.

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. 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.

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

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

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

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





ONE STRIKE AND YOU'RE OUT POLICY-SUMMARY STATEMENT

HAGC's One Strike and You're Out Policy contains prohibitions on program applicants and participants from engaging in drug-related criminal activity and other criminal activity.

The Objectives of this Policy are as follows:

1. To serve the substantial, legitimate and nondiscriminatory interest that all individuals whether or not residents of an assisted housing unit or complex, have the right to live in peace and be free from fear, intimidation, and abuse.

2. Help create and maintain a safe and drug-free community by deterring criminal, alcohol or drug-related criminal activity of applicants and program participants, their guests, and any person under their control.

3. To safeguard the due process and privacy rights of applicants and assisted tenants/participants.

Federal law requires that the Authority provide applicants and participants to Authority Programs due process rights including adequate notice of the grounds for adverse action, right to be represented by counsel, opportunity to refute the evidence presented by the Authority, the right to confront and cross-examine witnesses, to present and affirmative legal or equitable defense and to have a decision on the merits.

The fact that an applicant or assisted tenants/participants was arrested for a disqualifying offense shall not be treated or regarded as proof that the individual engaged in the disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the individual actually engaged in the disqualifying criminal activity. In terminating or denying assistance for applicants and participants of Authority Programs due to disqualifying criminal activity, HUD regulations specifically provide that disqualifying criminal activity must be demonstrated by a preponderance of the evidence. Preponderance of the evidence shall mean that when taking all the evidence together and considering its reliability or unreliability, it must be more likely than not that the person in question engaged in the disqualifying criminal activity.

With the goal of preventing drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or to the right to peaceful enjoyment of the premises by others, the Authority will screen all applicants and members of their household for evidence of criminal activity, alcohol abuse, and drug related activity.¹ The Authority will also screen program participants to ensure compliance with this Policy.

1. The Authority must prohibit admission of an applicant if any household member is subject to a lifetime registration as a sex offender under a state registration program. The Authority will perform sex offender registration checks in the State of New Jersey and in other states where the household members are known to reside. This denial shall be mandatory and permanent.

¹ In the Veterans Affairs Supportive Housing (VASH) Program, the Authority may only screen for and deny admission to a family member that is subject to a lifetime registration requirement under a state sex offender registration program.





FAMILY OBLIGATIONS AND GROUNDS FOR TERMINATION

You and your family must comply with specific obligations as a participant of the program. It is the head of household's obligation to know about the actions and income of all household members and to report same accurately to the Housing Authority.

These obligations are part of the program's regulations and are included in the Voucher that was issued to you. Your program representative will review them with you. Failure to comply with these obligations is grounds for denial or termination of assistance.

The household must:

- 1. Sign an Authorization for the Release of Information/Privacy Act Notice form, supply any certification, or documentation that the Housing Authority determines to be necessary in the administration of the program and stipulate that all information provided by the household is true and complete;
- 2. Disclose and verify Social Security numbers;
- 3. Correct a breach of the housing quality standards caused by the household;
- 4. Allow the program access to the dwelling unit for initial, annual and special housing quality standards inspections after reasonable notice. In order to change a scheduled appointment, proper notification must be given to the Authority at least one (1) working day in advance. If you miss more than two (2) appointments, your subsidy will be terminated.;
- 5. Notify the Housing Authority and the owner before the household moves out of the dwelling unit, or terminates the lease with written notice to the owner;
- 6. Promptly give the Housing Authority a copy of any owner eviction notice;
- 7. Use the assisted unit solely for residence of the household members listed on the lease and as the household's sole residence (the visitation of a guest is limited to a maximum of fourteen (14) days during the one twelve (12) month period.
- 8. Notify the Housing Authority in writing within fourteen (14) days of the birth, adoption or court awarded custody of a child. The household must request the program's advance approval to add any other household member as an occupant of the assisted unit;
- 9. Notify the Housing Authority in writing within fourteen (14) days if any household member no longer resides in the assisted unit and provide proof of the former household members new address;
- 10. Notify the Housing Authority in writing within fourteen (14) days of an absence from the assisted unit;
- 11. Notify the Housing Authority in writing within fourteen (14) of any change in the household's total annual income.

- 12. Timely supply all documentation and information requested by the Housing Authority to complete your annual or interim reexamination.
- 13. Maintain all utilities and appliances as required by the Lease Agreement.

The household must not:

- 1. Commit any serious or repeated violation of the lease;
- 2. Sublease, or rent the assisted unit, or any part of the assisted unit;
- 3. Assign the lease or transfer the assisted unit;
- 4. Own or have any interest in the dwelling unit, except that of a household assisted in cooperative housing, a mobile home where the household leases the pad, or a household assisted under the Homeownership option of the HCVP;
- 5. Commit fraud, bribery or any other corrupt or criminal act in connection with the HCVP;
- 6. Engage in drug-related criminal activity or violent criminal activity, or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises;
- 7. Abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises; and
- 8. Receive assistance under the HCVP while receiving a housing subsidy under any other federal, state or local housing assistance program.

Grounds for Denial or Termination of Assistance

In addition to those listed above, The Housing Authority may also deny assistance for an applicant or terminate assistance for a participant for any of the following reasons:

- 1. If the household violates any obligations (see 24 C.F.R. §982.551, Obligations of participant) under the HCV Program. (See 24 C.F.R. §982.553 concerning denial or termination of assistance for crime by family members.)
- 2. If any member of the household has been evicted from federally assisted housing in the last five (5) years.
- 3. If a housing agency has ever terminated assistance under the program for any member of the household.
- 4. If any member of the household has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- 5. If a housing agency has ever terminated assistance under the program for any member of the household.
- 6. If the household currently owes rent or other amounts to the program or to another housing agency in connection with Section 8 or public housing assistance under the United States Housing Act of 1937.



- 7. If the household has not reimbursed the program or another housing agency for amounts paid to an owner under a Housing Assistance Payments Contract for rent, damages to the unit, or other amounts owed by the household under the lease.
- 8. If the household breaches an agreement to pay amounts owed to the program or to another housing agency.
- 9. If a household participating in the Family Self-Sufficiency (FSS) Program fails to comply, without good cause, with the household's FSS contract of participation.
- 10. If the household has engaged in or threatened abusive or violent behavior toward program personnel.
- 11. If a welfare-to-work family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program. (where applicable.)
- 12. If the household has been engaged in criminal activity or alcohol abuse as described in 24 C.F.R. §982.553, Denial of admission and termination of assistance for criminals and alcohol abusers.
- 13. The Housing Authority will terminate assistance for a household if the program determines that any member of the household is subject to a lifetime registration requirement under any state sex offender registration program. If the member subject to the lifetime registration requirement is not the head of household, the Housing Authority will afford the head of household the opportunity to have the ineligible household member leave the household to avoid termination of participation.

If you owe monies to the program as described above, the Housing Authority, at its discretion, may offer you the opportunity to enter into an agreement to reimburse the program. The program will prescribe the terms and conditions of the agreement and will deny or terminate assistance for a breach of the agreement.

BY SIGNING YOUR NAME, YOU CERTIFY THAT YOU HAVE READ, UNDERSTAND, AND HAVE RECEIVED A COPY OF THIS FORM

Name	Date
Name	Date
Name	Date
Name	Date
Name	Date





I. HOW TO FIND, SECURE AND KEEP YOUR HOUSING

- A. <u>How to Find Housing</u>
 - 1. Think about where you want to live based on your needs:
 - Review areas of Housing Authority operation and understand the payment standards
 - Consider Family, Employment, Transportation, Shopping, Medical, Schools, Childcare etc.
 - 2. Think about the type of housing you need:
 - Housing accessibility or modifications for disability related needs
 - Single Family, Duplexes, Complexes, Condos, Row Homes, Barrier- Free Access Units
 - Consider requirements to maintain/clean the unit and any outdoor space
 - 3. Read "A Good Place to Live" before you begin looking for a unit.
 - 4. Review the utilities in the unit.
 - 5. Use multiple sources for leads on housing.
 - Newspapers, Realtors, Internet, Walking your favorite neighborhoods, networking with family and friends, SocialServe.com.
 - 6. Collect Information about Each Unit.
 - Write all information down in one notebook including: landlord name and contact information, type of utilities, rent, requirements for landlord screening (credit/criminal background check, references).
 - 7. Prepare your Security Deposit.
 - The Housing Authority does not provide assistance with the Security Deposit, review social service agencies referrals and call for assistance.
 - Typically, one and a half months rent.
 - 8. Be aware of your housing search timeline- Know your voucher expiration date and policy on requesting an extension of search time.
- B. How to Secure Housing
 - 1. Be proactive with Landlords.
 - 2. Keep all appointments, complete applications, offer references and home visit, act fast on housing leads.
 - 3. Negotiate rent with the landlord and review proposed Lease Agreement and Tenancy Addendum.
 - 4. Compete the Request for Tenancy Approval, follow up with landlord and housing authority if needed Read Voucher Issuance Instructions for more information.
 - 5. Unit must have a Certificate of Occupancy from the town and pass HQS inspection by Housing Authority.



- 6. Sign the Lease, pay the Security deposit, pay first month's rent, arrange for utilities to be turned on in your name after all approvals obtained.
- C. <u>How to Keep Your Housing</u>
 - 1. Read your Voucher, Lease Agreement and Tenancy Addendum.
 - 2. Communicate early and often if there is a problem with both your landlord and the Housing Authority.
 - 3. Save copies of your documentation-Lease Agreement, Recertification information, letters from the Housing Authority.
 - 4. Report all changes in income and family composition within 14 days in writing.
 - 5. If you have a disability related need for a reasonable accommodation, you may request the reasonable accommodation at any time.
 - 6. Pay your rent and utilities on time.
 - 7. Protect the property- buy renters insurance, request repairs from landlord as needed, follow a cleaning schedule.
 - 8. Do not move anyone in that is not on the lease or without approval from the Housing Authority.
 - 9. Keep all your appointments with the Housing Authority and provide all documents in a timely manner.
 - 10. Cooperate with Housing Inspector, prepare your unit for inspection.
 - 11. Follow proper move out protocol (provide advanced written notice to landlord and housing authority, pay cost of damages and any outstanding rent before obtaining approval to relocate with continued tenant-based assistance).

II. FAMILY SELF-SUFFICIENCY (FSS)

A. Consider participation in the FSS program

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

III. HOUSING QUALITY STANDARDS

- A. HAGC will perform HQS inspections at initial lease start, every other year, and on an as needed basis. Report all requested repairs to your landlord.
- B. Read HQS review.



IV. <u>LEAD POISONING</u>

- A. Educate yourself about lead poisoning by reading "What Everyone Should Know About Lead Poisoning."
- B. Understand your risks, the risks for your children and confirm with your landlord whether the unit has lead based paint.
- C. Report any concerns to a medical professional.

V. <u>FAMILY BUDGETINGS</u>

- A. Prepare a monthly budget.
- B. Avoid excess fees by paying bills on time.
- C. Save by buying in bulk, using coupons, comparing prices, lowering thermostat, turning off lights.
- D. Pursue all available sources of income and timely report changes to the housing authority.

VI. <u>DRUG ABUSE</u>

- A. Avoid drug-related criminal activity. You are responsible for your visitors and their conduct while at the assisted unit.
- B. Seek treatment and help, early and often.

VII. FAIR HOUSING INFORMATION

A. Housing discrimination is illegal. The Fair Housing Act prohibits discrimination because of race, color, national origin, religion, sex, familial status and disability. New Jersey Law Against Discrimination also prohibits discrimination based on your status as a protected class. File a housing discrimination complaint with HUD and report to the housing authority if you have a problem.

VIII. MODERATE REHABILITATION PROGRAM

- A. The Housing Subsidy under the Section 8 Mod Rehab program remains with the unit. If the family moves, they lose their housing subsidy.
- B. Read and comply with the Statement of Family Responsibility.

IX. <u>BEFORE YOU LEAVE</u>

Do you have any questions? Do you know when to call again and whom to call? Have you signed all the necessary papers?



A Good Place to Live!

Introduction

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

Housing Quality Standards

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

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

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

The Section 8 Certificate Program and Housing Voucher Program

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

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

The Requirements

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

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Electricity

At least two electric outlets, or one outlet and one permanent overhead light fixture. Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

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

Floor

A floor that is in good condition.

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

Window

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

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

Lock

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

Paint

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

You should also think about:

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



2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

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

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

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

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

Stove and Oven

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

Floor

A floor that is in good condition.

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

Preparation Area

Some space to prepare food.

Paint

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

Window

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

Lock

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

Walls

Walls that are in good condition.

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

Serving Area

Some space to serve food.

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

Refrigerator

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

Sink

A sink with hot and cold running water.

• A bathroom sink will not satisfy this requirement.

You should also think about:

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



3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

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

Window

A window that opens or a working exhaust fan.

Lock

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

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

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

Paint

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

Walls

Walls that are in good condition.

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

Electricity

At least one permanent overhead or wall light fixture.

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

Sink

A sink with hot and cold running water.

• A kitchen sink will not satisfy this requirement.

You should also think about:

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



4. Other Rooms

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

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

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

Walls

Walls that are in good condition.

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

Paint

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

Electricity in Bedrooms

Same requirement as for living room.

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

Floor

A floor that is in good condition.

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

Lock

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

Window

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

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

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

You should also think about:

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



5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof

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

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

Outside Handrails

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

Walls

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

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

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

Sewage

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

Chimneys

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

Paint

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

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

Cooling

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

Plumbing

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

Water Heater

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

Heat

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

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

You should also think about:

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



6. Health and Safety

The Building and Site must have:

Smoke Detectors

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

Fire Exits

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

Elevators

Make sure the elevators are safe and work properly.

Entrance

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

Neighborhood

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

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

Garbage

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

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

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

Pollution

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

Rodents and Vermin

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

For Manufactured Homes: Tie Downs

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

You should also think about:

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


Note: You may not be able to check these items listed here yourself, but the PHA Inspector will check them for you when the unit is inspected. Now that you have finished this booklet, you know that for a house or apartment to be a good place to live, it must meet two kinds of housing quality standards:

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

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

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

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

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

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

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

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

Responsibilities of the Public Housing Authority:

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

Responsibilities of the tenant:

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

Responsibilities of the owner:

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





Protect Your Family From Lead in Your Home





United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or leadbased paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

• Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right,* to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or stateapproved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

• Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including



seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federallyowned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- · In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- · On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors
- + 250 $\mu g/ft^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has leadbased paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - · Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:



- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- · Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD** (5323) for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or stateapproved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

 In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover leadcontaminated soil. These actions are not permanent solutions and will need ongoing attention.



- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or statecertified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot $(\mu g/ft^2)$ for floors, including carpeted floors
- 250 μ g/ft² for interior windows sills
- + 400 μ g/ft² for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, The Lead-Safe Certified Guide to Renovate Right



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- Avoid renovation methods that generate large amounts of lead-contaminated dust. Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

 ^{*} Hearing- or speech-challenged individuals may access this number through TTY
 by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- Lead smelters or other industries that release lead into the air.
- Your job. If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old toys and furniture may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "greta" and "azarcon," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to leadbased paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact U.S. EPA Region 1 5 Post Office Square, Suite 100, OES 05-4 Boston, MA 02109-3912 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact U.S. EPA Region 2 2890 Woodbridge Avenue Building 205, Mail Stop 225 Edison, NJ 08837-3679 (732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact U.S. EPA Region 3 1650 Arch Street Philadelphia, PA 19103 (215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact U.S. EPA Region 4 AFC Tower, 12th Floor, Air, Pesticides & Toxics 61 Forsyth Street, SW Atlanta, GA 30303 (404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact U.S. EPA Region 5 (DT-8J) 77 West Jackson Boulevard Chicago, IL 60604-3666 (312) 886-7836 **Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact U.S. EPA Region 6 1445 Ross Avenue, 12th Floor Dallas, TX 75202-2733 (214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact U.S. EPA Region 7 11201 Renner Blvd. WWPD/TOPE Lenexa, KS 66219 (800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact U.S. EPA Region 8 1595 Wynkoop St. Denver, CO 80202 (303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact U.S. EPA Region 9 (CMD-4-2) 75 Hawthorne Street San Francisco, CA 94105 (415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact U.S. EPA Region 10 Solid Waste & Toxics Unit (WCM-128) 1200 Sixth Avenue, Suite 900 Seattle, WA 98101 (206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC 4330 East West Highway Bethesda, MD 20814-4421 1-800-638-2772 cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236 Washington, DC 20410-3000 (202) 402-7698 hud.gov/offices/lead/

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U. S. EPA Washington DC 20460 U. S. CPSC Bethesda MD 20814 U. S. HUD Washington DC 20410 EPA-747-K-12-001 June 2017

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards.
 Generally, lead-based paint that is in good condition is not a hazard (see page 10).



THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

VOUCHER ISSUANCE AND UNIT APPROVAL

I. HOUSING CHOICE VOUCHER

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

II. REQUEST FOR TENANCY APPROVAL

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



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

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

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



Request for Tenancy Approval

U.S Department of Housing and Urban Development

Housing Choice Voucher Program

Office of Public and Indian Housing

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

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

1. Name of Public Housing	Agency (PHA)		2. Address of Unit (street	address, unit #, ç	city, state, zip code)
				5	
3. Requested Lease Start Date	4. Number of Bedroon	ns 5. Year Constructed	6. Proposed Rent 7. Secur Amt		Date Unit Available for Inspection
9. Structure Type			10. If this unit is subsid	ized, indicate ty	/pe of subsidy:
Single Family Detail	ched (one family under o	ne roof)	Section 202	Section 221(d)	(3)(BMIR)
Semi-Detached (du	plex, attached on one sid	le)	🗆 Tax Credit 🛛	HOME	
Rowhouse/Townho	ouse (attached on two sid	es)	Section 236 (insure	ed or uninsured)
Low-rise apartment	t building (4 stories or fev	ver)	Section 515 Rural	Development	
High-rise apartmen	t building (5+ stories)	$\langle \mathcal{O} \rangle$	Other (Describe Oth or local subsidy)	ner Subsidy, inc	luding any state
Manufactured Hom		$\langle \rangle$			
11. Utilities and Applian		nlianaaa indiaatad ha	low by on " O ". The tenant of	hall provide or	nov for the
utilities/appliances indic	ated below by a "T". Unle	ess otherwise specifie	low by an " O ". The tenant s d below, the owner shall pa	ay for all utilities	and provide the
refrigerator and range/n					Paid by
Item S	pecify fuel type				
Heating	🛛 Natural gas 🔲 Bottl	ed gas 🛛 Electric	: 🗌 Heat Pump 🗌 Oil	Other	
Cooking	Natural gas 🗆 Bottl	ed gas 🛛 Electric	:	□ Other	
Water Heating	🗋 Natural gas 🗋 Bottl	ed gas 🗌 Electric	: 🗌 Oil	Other	
Other Electric					
Water	7				
Sewer	•				
Trash Collection					
Air Conditioning					
Other (specify)					
					Provided by
Refrigerator					
Range/Microwave					

Previous editions are obsolete

12. Owner's Certifications

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

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

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

- c. Check one of the following:
- Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
- ☐ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

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

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

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

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



WHERE A FAMILY MAY LEASE A UNIT

A Family with a voucher issued by the Housing Authority of Gloucester County (HAGC) must lease a unit in the following participating communities. Non-participating communities do not accept a voucher from HAGC. <u>A Family with a voucher issued by The Housing Authority of the Borough of Glassboro (GHA) must lease a unit within Glassboro</u>.

PARTICIPATING COMMUNITIES NON-PARTICIPATING

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



PARTICIPATING COMPLEXES IN HAGC SERVING AREA:

С	LAYTON	
DELSEA VIEW APARTMENTS	856-728-8244	
RUSTIC VILLAGE APARTMENTS	856-881-6710	
CAMP SALUTE	856-228-8070	
DEPTFO	ORD TOWNSHIP	
CHESTNUT LANE	856-384-9300	
CONIFER VILLAGE	856-227-4870	
INVERNESS APARTMENTS	856-686-9800	
NANCY J. ELKIS SENIOR HOUSING	856-845-4959	
TANYARD OAKS	856-464-0099	
WOODCREST	856-384-9300	
EAST	GREENWICH	
ROYAL CRESCENT	856-464-0003	
GI	ASSBORO	
PARK CREST	856-881-1184	
HOLLYBUSH GARDENS	856-881-0224	
HARRIS	SON TOWNSHIP	
MULLICA WEST APARTMENTS	856-478-4422	
SPRING MILL APARTMENTS	856-478-2520	
MANT	UA TOWNSHIP	
ROYAL OAKS APARTMENTS	856-728-0003	
ROYAL OAKS PARTNERS	856-464-0099	
WHITE OAKS AT MANTUA	856-292-8459	
MONR	OE TOWNSHIP	
MADISON COURT APARTMENTS	856-629-1700	
JEFFERSON VILLAGE	856-629-0200	
LAURELTON VILLAGE	856-629-4311	
MIMOSA RIDGE	856-627-4914	
MONROE TOWNE EAST	856-728-8244	
	856-728-8244	
MONROE TOWNE I & II	830-728-8244	

DAT	LSBORO
CEDAR KNOLL APARTMENTS	856-224-0058
	830-224-0038
WASHINGT	ON TOWNSHIP
BIRCHES	856-227-7070
COUNTY HOUSE VILLAGE	856-228-5002
MILLSTREAM APARTMENTS	856-228-8070
WASHIGTON WAY APARTMENTS	856-227-5211
WOODMONT TOWNSQUARE	856-227-6811
WES	STVILLE
DORANN MANOR	856-784-5051
WEST PARK APARTMENTS	856-456-6893
WOODBINE	201-490-7802
WESTWOOD MANOR	732-738-7777
WESTVILLE COMMONS	856-962-6600
	FORD TOWNSHIP
RED BANK RUN APARTMENTS	856-845-9656
WESTWOOD GARDENS	856-845-3059
FOREST CREEK APARTMENTS	856-848-4344
KINGSWICK APARTMENTS	856-848-2276
HEATHER RIDGE APARTMENTS	856-468-4010
HAMPTON CRESCENT (KINGS WOODS)	856-464-0003
WOO	DDBURY
BELL LAKE PARK APARTMENTS	856-853-5189
CARRIAGE HOUSE	973-808-7170
KENWOOD GARDENS	856-464-1144
WOODBURY COURT APARTMENTS	732-300-2870
WOODBURY MANOR	856-845-7767
WOODBURY REALTY	856-848-8400
WHITE HOUSE	856-853-5189
GG GREEN	856-962-6600
WOOLWIG	CH TOWNSHIP
THE OAKS AT WEATHERBY	856-464-0099
EAGLE VIEW TRAIL	856-491-4243

	HAGC 2021-2022 PAYMENT STANDARDS				
	0	1	2	3	4
08012	\$1,034.00	\$1,177.00	\$1,430.00	\$1,771.00	\$2,024.00
08014	\$1,441.00	\$1,628.00	\$1,980.00	\$2,453.00	\$2,805.00
08020	\$1012.00	\$1,155.00	\$1,397.00	\$1,727.00	\$1,980.00
08025	\$1,111.00	\$1,265.00	\$1,529.00	\$1,892.00	\$2,167.00
08027	\$968.00	\$1,111.00	\$1,342.00	\$1,661.00	\$1,903.00
08028	\$1,133.00	\$1,287.00	\$1,562.00	\$1,936.00	\$2,211.00
08032	\$1,111.00	\$1,265.00	\$1,529.00	\$1,892.00	\$2,167.00
08039	\$1,221.00	\$1,386.00	\$1,683.00	\$2,079.00	\$2,376.00
08051	\$1,232.00	\$1,408.00	\$1,705.00	\$2,112.00	\$2,409.00
08056	\$1,232.00	\$1,408.00	\$1,705.00	\$2,112.00	\$2,409.00
08061	\$1,551.00	\$1,771.00	\$2,145.00	\$2,651.00	\$3,036.00
08062	\$1,045.00	\$1,188.00	\$1,441.00	\$1,782.00	\$2,035.00
08063	\$1,144.00	\$1,309.00	\$1,584.00	\$1,958.00	\$2,244.00
08066	\$913.00	\$1,045.00	\$1,265.00	\$1,562.00	\$1,793.00
08071	\$1,078.00	\$1,221.00	\$1,485.00	\$1,837.00	\$2,101.00
08074	\$1,045.00	\$1,188.00	\$1,441.00	\$1,782.00	\$2,035.00
08080	\$1,353.00	\$1,540.00	\$1,870.00	\$2,310.00	\$2,651.00
08081	\$1,221.00	\$1,397.00	\$1,694.00	\$2,090.00	\$2,398.00
08085	\$1,485.00	\$1,683.00	\$2,046.00	\$2,530.00	\$2,893.00
08086	\$1,210.00	\$1,375.00	\$1,672.00	\$2,068.00	\$2,365.00
08090	\$1,166.00	\$1,320.00	\$1,606.00	\$1,980.00	\$2,277.00
08093	\$913.00	\$1,034.00	\$1,254.00	\$1,551.00	\$1,771.00
08094	\$1,012.00	\$1,166.00	\$1,408.00	\$1,760.00	\$2,013.00
08096	\$1,133.00	\$1,287.00	\$1,562.00	\$1,936.00	\$2,211.00
08097	\$1,023.00	\$1,166.00	\$1,419.00	\$1,749.00	\$2,013.00
08312	\$1,023.00	\$1,166.00	\$1,419.00	\$1,749.00	\$2,013.00
08322	\$1,100.00	\$1,254.00	\$1,518.00	\$1,881.00	\$2,145.00
08328	\$1,133.00	\$1,276.00	\$1,562.00	\$1,947.00	\$2,222.00
08343	\$1,331.00	\$1,518.00	\$1,837.00	\$2,266.00	\$2,596.00
08344	\$1,177.00	\$1,331.00	\$1,639.00	\$2,068.00	\$2,343.00
08360	\$1,078.00	\$1,188.00	\$1,540.00	\$2,024.00	\$2,266.00

	2021-2	_	HA IENT STAN	IDARDS	
	0	1	2	3	4
08012	\$1,034.00	\$1,177.00	\$1,430.00	\$1,771.00	\$2,024.00
08021	\$1,067.00	\$1,221.00	\$1,474.00	\$1,826.00	\$2,090.00
08023	\$1,188.00	\$1,353.00	\$1,639.00	\$2,024.00	\$2,321.00
08028	\$1,133.00	\$1,287.00	\$1,562.00	\$1,936.00	\$2,211.00
08030	\$1,089.00	\$1,243.00	\$1,507.00	\$1,859.00	\$2,134.00
08060	\$1,089.00	\$1,243.00	\$1,507.00	\$1,859.00	\$2,134.00
08061	\$1,551.00	\$1,771.00	\$2,145.00	\$2,651.00	\$3,036.00
08062	\$1,045.00	\$1,188.00	\$1,441.00	\$1,782.00	\$2,035.00
08063	\$1,144.00	\$1,309.00	\$1,584.00	\$1,958.00	\$2,244.00
08069	\$1,023.00	\$1,166.00	\$1,408.00	\$1,738.00	\$1,991.00
08080	\$1,353.00	\$1,540.00	\$1,870.00	\$2,310.00	\$2,651.00
08096	\$1,133.00	\$1,287.00	\$1,562.00	\$1,936.00	\$2,211.00
08107	\$935.00	\$1,067.00	\$1,287.00	\$1,595.00	\$1,826.00
08312	\$1,023.00	\$1,166.00	\$1,419.00	\$1,749.00	\$2,013.00
08344	\$1,177.00	\$1,331.00	\$1,639.00	\$2,068.00	\$2,343.00

Summary Allowance for Tenant-Furnished Utilities and Other Services

Affairs	New Jersey Department of Community Affairs Average			Date : 10/01/2018				
5287 AHDD		1		Monthly	Dollar Allowan	Ces		
Unit Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	7 BR
Mobile Home (Manufactured Home):								
a. Natural Gas	23	28	36	46	58			
b. Electric	36	43	56	72	90			
c. Botile Gas	97	117	151	193	242			
d. Oil	70	85	110	141	176			
High-Rise with Elevator				_				
a. Natural Gas	24	27	32	39	44	55	63	72
b. Electric	33	40	49	60	75	87	100	113
Row House/Garden Apt (Rowhouse/T	'ownhouse)*							
a Natural Gae	1 22	31	42	52	63	73	84	95
b. Electric		48	65	81	98	113	130	147
c. Bottle Gas	96	128	174	216	262	305	350	396
d. Oil	1	93	126	158	191	222	255	288
Two-Three Family/Duplex (Semi-Deta	ched)*						+	<u> </u>
a. Natural Gas	28	36	48	59	69	79	91	103
b. Electric	43	56	74	92	107	122	140	159
c. Bottle Gas	116	150	198	246	289	328	377	427
- d. Ol	84	109	144	179	210	239	275	311
Older Multi-Family (Low Rise)*								
a. Natural Gas	25	33	44	54	65	75	86	97
b. Electric	39	51	68	84	101	116	133	150
c. Bottle Gas	104	136	182	225	270	310	357	404
d. Oil	76	99	132	164	197	226	260	294
Older Home Converted (Semi Delached	d)*				1			
a. Natural Gas	27	34	46	57	68	76	87	99
b. Electric	41	53	71	88	105	117	135	153
c. Boille Gas	111	142	190	236	281	316	363	410
đ. Oil	81	103	139	172	205	230	264	299
Single Family Detached								
a. Natural Gas	30	41	49	62	70	82	94	107
b. Electric	47	64	77	96	109	127	146	165
c. Bolile Gas	127	172	206	259	293	341	392	443
d. Oil	92	125	150	189	213	248	285	322
II Unit Types-Cooking								
a. Natural Gas	4	6	8	9	12	13	14	16
b. Electric	10	12	17	21	26	28	32	36
c. Bottle Gas	18	24	32	39	48	52	60	68
I Unit Types-Electricity	33	43	57	71	88	95	109	123
I Unit Types-Water Heat								
a. Natural Gas	5	7	9	12	14	16	18	20
b. Electric	12	16	21	26	32	35	40	46
c. Bottle Gas	23	29	39	49	60	65	75	84
d. Oll	15	20	27	33	41	44	51	57
ange (Tenant Owned)	4	4	5	5	5	5	5	5
frigerator (Tenant Owned)	4	4	4	5	5	5	5	5
ater -	28	36	43	52	58	65		
	+		<u>├──</u> ──					

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Summary - Air Conditioning Allowance for Tenant-Furnished Utilities and Other Services

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Locality : New Jersey Department of Community Affairs		Average				Effective 10/01/2018 Expires 09/30/2019	
5287 AHDD			Monthly Dolla	r Allowances			
Unit Type	0 BR	1 BR	2 BR	3 BR	4 BR	<u>5 BR</u>	
Mobile Home (Manufactured Home)*	15	19	25	32	38		
High-Rise with Elevator	9	12	16	20	24	26	
Row/House Garden Apt. (Rowhouse/Townhouse)*	10	13	17	22	26	29	
Two-Three Family Duplex (Semi-	10	13	17	22	26	29	
Older Multi-Family (Low Rise)*	9	12	16	20	24	26	
Older Home Converted (Semi- Detached)*	10	13	17	22	26	29	
Single Family Detached	18	22	30	37	44	50	

HOUSING AUTHORITY OF GLOUCESTER COUNTY SECTION 8 RENT COMPUTATION WORKSHEET

CLIENT NAME	CLIENT#
TYPE OF CERTIFICATION	EFFECTIVE DATE
VOUCHER SIZE	UNIT SIZE

1. TOTAL ANNUAL INCO	OME
ANNUAL AMOUNT	FAMILY MEMBER/SOURCE
a de calandar de la construcción de la defensión de la construcción de la defensión de la defensión de la defen	
TOTAL	ANNUAL INCOME
2. ALLOWANCES	
UNREIN	MBURSED MEDICAL COSTS
-MEDIC	AL COST STANDARD (#1 X3%)
MEDIC	AL ALLOWANCE
ELDERL	Y/DISABLED ALLOWANCE
HANDIC	CAPPED ASSISTANCE EXPENSES
DEPENI	DENT ALLOWANCE
LINREIN	ABURSED CHILD CARE COST

TOTAL ALLOWANCES

3. ADJUSTED ANNUAL INCOME (#1 - #2)

4. MONTHLY ADJUSTED INCOME (#3 DIVIDED BY 12)

5. TOT	AL TENANT PAYMENT (TTP)
	30% OF ADJUSTED MONTHLY INCOME
	(MULTIPLY #4 BY 30% AND ROUND)
	10% OF TOTAL MONTHLY INCOME (DIVIDE #1
	BY 12, ROUND, & MULTIPLY BY 10% ROUND)
_	TTP EQUALS THE HIGHEST

NOTES: AFTER EACH STEP ROUND: DOWN ANYTHING < OR = \$49 AND ROUND UP ANYTHING > OR = \$50.

6. COMPUTATION OF TENANT RENT & HAP

(a)MOD REHAB PROGRAM

	REHAB DEBT SERVICE
	CONTRACT RENT
	TTP(#5)
	- UTILITY ALLOWANCE
	TENANT RENT
_	HAP TO OWNER (CR - TR)

(b)HOUSING CHOICE VOUCHER PROGRAM

a.	PAYMENT STANDARD
b.	RENT TO OWNER
с.	UTILITY ALLOWANCE
d.	GROSS RENT (b + c)
e.	LOWER OF a OR d
f.	TOTAL TENANT PAYMENT (#5)
g.	MAXIMUM SUBSIDY (e - f)
h.	FAMILY SHARE $(d - g)$
i.	HAP TO OWNER (LOWER OF b OR g)
j.	FAMILY RENT TO OWNER (b - i)
<u>k</u> .	UTILITY REIMBURSEMENT (g-i)
١.	MONTHLY ADJUSTED INCOME (#4)
m.	FAMILY SHARE (h)
n.	% OF INCOME PAID FOR RENT & UTIL
	(m DIVIDED BY I) ***

SUMMARY FOR RENT CALCULATION ANNUAL INCOME MINUS ALLOWANCES = ANNUAL ADJUSTED INCOME DIVIDED BY (/) 12 = MONTHLY ADJUSTED INCOME TIMES (X) 30% OR TIMES (X) 10% OF TOTAL MONTHLY INCOME HIGHEST PERTCENTAGE = TOTAL TENANT PAYMNENT SEE (b) HOUSING CHOICE VOUCHER PROGRAM FOLLOW STEPS TO DETERMINE FAMILY RENT TO OWNER



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

What You Should Know About EIV

A Guide for Applicants & Tenants of Public Housing & Section 8 Programs

What is EIV?

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All Public Housing Agencies (PHAs) are required to use HUD's EIV system.

What information is in EIV and where does it come from?

HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

HHS provides HUD with wage and employment information as reported by employers; and unemployment compensation information as reported by the State Workforce Agency (SWA).

SSA provides HUD with death, Social Security (SS) and Supplemental Security Income (SSI) information.

What is the EIV information used for?

Primarily, the information is used by PHAs (and management agents hired by PHAs) for the following purposes to:

- 1. Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
- 2. Verify your reported income sources and amounts.
- 3. Confirm your participation in only one HUD rental assistance program.
- 4. Confirm if you owe an outstanding debt to any PHA.
- 5. Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 program.
- 6. Follow up with you, other adult household members, or your listed emergency contact regarding deceased household members.

EIV will alert your PHA if you or anyone in your household has used a false SSN, failed to report complete and accurate income information, or is receiving rental assistance at another address. *Remember, you may receive rental assistance at only <u>one home!</u>*

EIV will also alert PHAs if you owe an outstanding debt to any PHA (in any state or U.S. territory) and any negative status when you voluntarily or involuntarily moved out of a subsidized unit under the Public Housing or Section 8 program. This information is used to determine your eligibility for rental assistance at the time of application. The information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), and auditors to ensure that your family and PHAs comply with HUD rules.

Overall, the purpose of EIV is to identify and prevent fraud within HUD rental assistance programs, so that limited taxpayer's dollars can assist as many eligible families as possible. EIV will help to improve the integrity of HUD rental assistance programs.

Is my consent required in order for information to be obtained about me?

Yes, your consent is required in order for HUD or the PHA to obtain information about you. By law, you are required to sign one or more consent forms. When you sign a form HUD-9886 (*Federal Privacy Act Notice and Authorization for Release of Information*) or a PHA consent form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental assistance. The information collected about you will be used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA.

<u>Note:</u> If you or any of your adult household members refuse to sign a consent form, your request for initial or continued rental assistance may be denied. You may also be terminated from the HUD rental assistance program.

What are my responsibilities?

As a tenant (participant) of a HUD rental assistance program, you and each adult household member must disclose complete and accurate information to the PHA, including full name, SSN, and DOB; income information; and certify that your reported household composition (household members), income, and expense information is true to the best of your knowledge.

February 2010
Remember, you must notify your PHA if a household member dies or moves out. You must also obtain the PHA's approval to allow additional family members or friends to move in your home **prior** to them moving in.

What are the penalties for providing false information?

Knowingly providing false, inaccurate, or incomplete information is *FRAUD* and a *CRIME*.

If you commit fraud, you and your family may be subject to any of the following penalties:

- 1. Eviction
- 2. Termination of assistance
- 3. Repayment of rent that you should have paid had you reported your income correctly
- 4. Prohibited from receiving future rental assistance for a period of up to 10 years
- 5. Prosecution by the local, state, or Federal prosecutor, which may result in you being fined up to \$10,000 and/or serving time in jail.

Protect yourself by following HUD reporting requirements. When completing applications and reexaminations, you must include all sources of income you or any member of your household receives.

If you have any questions on whether money received should be counted as income or how your rent is determined, <u>ask your PHA</u>. When changes occur in your household income, <u>contact your PHA</u> <u>immediately</u> to determine if this will affect your rental assistance.

What do I do if the EIV information is incorrect?

Sometimes the source of EIV information may make an error when submitting or reporting information about you. If you do not agree with the EIV information, let your PHA know. If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

Debts owed to PHAs and termination information reported in EIV originates from the PHA who provided you assistance in the past. If you dispute this information, contact your former PHA directly in writing to dispute this information and provide any documentation that supports your dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV.

Employment and wage information reported in EIV originates from the employer. If you dispute this information, contact the employer in writing to dispute **and** request correction of the disputed employment and/or wage information. Provide your PHA with a copy of the letter that you sent to the employer. If you are unable to get the employer to correct the information, you should contact the SWA for assistance.

Unemployment benefit information reported in EIV originates from the SWA. If you dispute this information, contact the SWA in writing to dispute **and** request correction of the disputed unemployment benefit information. Provide your PHA with a copy of the letter that you sent to the SWA.

Death, SS and SSI benefit information reported in EIV originates from the SSA. If you dispute this information, contact the SSA at (800) 772–1213, or visit their website at: <u>www.socialsecurity.gov</u>. You may need to visit your local SSA office to have disputed death information corrected.

Additional Verification. The PHA, with your consent, may submit a third party verification form to the provider (or reporter) of your income for completion and submission to the PHA. You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.

Identity Theft. Unknown EIV information to you can be a sign of identity theft. Sometimes someone else may use your SSN, either on purpose or by accident. So, if you suspect someone is using your SSN, you should check your Social Security records to ensure your income is calculated correctly (call SSA at (800) 772-1213); file an identity theft complaint with your local police department or the Federal Trade Commission (call FTC at (877) 438-4338, or you may visit their website at: <u>http://www.ftc.gov</u>). Provide your PHA with a copy of your identity theft complaint.

Where can I obtain more information on EIV and the income verification process?

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: <u>http://www.hud.gov/offices/pih/programs/ph//hiip/uv.cfm</u>.

The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PIH rental assistance programs:

- 1. Public Housing (24 CFR 960); and
- 2. Section 8 Housing Choice Voucher (HCV), (24 CFR 982); and
- 3. Section 8 Moderate Rehabilitation (24 CFR 882); and
- 4. Project-Based Voucher (24 CFR 983)

My signature below is confirmation that I have received this Guide.

Signature

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

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

Instructions for use of HAP Contract

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

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

Part A Contract information (fill-ins).

See section by section instructions.

Part B Body of contract

Part C Tenancy addendum

Use of this form

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

However, the PHA may choose to add the following:

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

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

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

Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)." However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A

Section by Section Instructions

Section 2: **Tenant** Enter full name of tenant.

Section 3. Contract Unit

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

Section 4. Household Members

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

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

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

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

Section 6. Initial Rent to Owner

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

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.

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

Part A of the HAP Contract: Contract Information

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

1. Contents of Contract

- This HAP contract has three parts:
 - Part A: Contract Information
 - Part B: Body of Contract
 - Part C: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

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

5. Initial Lease Term

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

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

6. Initial Rent to Owner

The initial rent to owner is: \$_____ During the initial lease term, the owner may not raise the rent to owner.

7. Initial Housing Assistance Payment

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$______ per month. The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

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

Item	Specify fuel type		Paid by	
Heating	□ Natural gas □ Bottle gas	Electric Heat Pump Oil Other		
Cooking	□ Natural gas □ Bottle gas	Electric Other		
Water Heating	□ Natural gas □ Bottle gas	Electric Oil Other		
Other Electric				
Water				
Sewer				
Trash Collection				
Air Conditioning				
Other (specify)				
			Provided by	
Refrigerator	-			
Range/Microwave				
Signatures				
Public Housing Ag	gency	Owner		
Print or Type Name	of DIIA	Print or Type Name of Owner		
Thit of Type Ivanie		That of Type Name of Owner		
		<u> </u>		
Signature		Signature		
Print or Type Name and Title of Signatory		Print or Type Name and Title of Signator	Print or Type Name and Title of Signatory	
Date (mm/dd/yyyy)		Date (mm/dd/yyyy)		
	Mail payments to:			
		Name		
		Address (street, city, state, zip code)		

Part B of HAP Contract: Body of Contract

1. Purpose

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

2. Lease of Contract Unit

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

3. Maintenance, Utilities, and Other Services

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

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

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

4. Term of HAP Contract

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

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

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

5. Provision and Payment for Utilities and Appliances

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

6. Rent to Owner: Reasonable Rent

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

7. PHA Payment to Owner

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

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

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.
- b. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. Amount of PHA payment to owner

- (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
- (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
- (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.
- d. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- e. Limit of PHA responsibility
 - (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
 - (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.
- f. **Overpayment to owner** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

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

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

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

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

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

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

10. Owner's Breach of HAP Contract

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

criminal act in connection with the mortgage or loan.

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

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

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

12. Exclusion of Third Party Rights

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

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

13. Conflict of Interest

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

14. Assignment of the HAP Contract

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

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

15. Reserved

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

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

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

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

(1) The owner must provide all utilities needed to comply with the HQS.

- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. **Family damage**. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services**. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

- a. **Requirements**. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds**. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
 - (1) Serious or repeated violation of the lease;
 - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse.

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
 - (b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy $\$

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
 - (d) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

- c. Effect on Other Protections: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual", "bifurcate", "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.
- e. VAWA Notice and Certification Form: The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:
 - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. Compliance with Court Orders: Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).
- h. Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking: Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant.

However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. Actual and Imminent Threats:

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).
- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. Bifurcation: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.
- 1. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. Move with Continued Assistance: The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
 - The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
 - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. Confidentiality.

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a

time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

The owner may only evict the tenant by a court action.

11. Owner notice of grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

12. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

13. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

14. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

16. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and

regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

20. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

TENANCY ADDENDUM Section 8 Tenant-Based Assistance Housing Choice Voucher Program (To be attached to Tenant Lease)

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

1. Section 8 Voucher Program

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

2. Lease

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

3. Use of Contract Unit

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

4. Rent to Owner

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

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

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

6. Other Fees and Charges

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

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.
- c. **Family damage**. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.
- d. **Housing services**. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

- a. **Requirements**. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.
- b. **Grounds**. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
 - (1) Serious or repeated violation of the lease;
 - (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
 - (4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- (b) Violating a condition of probation or parole under Federal or State law.
- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. Effect on Other Protections: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

- d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual", "bifurcate", "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.
- e. VAWA Notice and Certification Form: The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:
 - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).
- h. Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking: Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. Actual and Imminent Threats:

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).
- j. Emergency Transfer: A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. Bifurcation: Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a). If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.
- 1. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. Move with Continued Assistance: The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
 - (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
 - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. Confidentiality.

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

The owner may only evict the tenant by a court action.

11. Owner notice of grounds

- a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

12. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

13. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

14. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

16. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

20. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

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Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

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PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

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Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.



Housing Quality Standards

As required by Federal Regulations governing the Housing Choice Voucher (HCV) Program, 24 CFR 982.401, housing assisted under HCV Program must meet the following performance requirements and acceptability criteria. All units must pass an HQS inspection at initial occupancy and during any other inspection performed by HAGC throughout the assisted tenancy.

SANITARY FACILITES

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

FOOD PREPARATION AND REFUSE DISPOSAL

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

SPACE AND SECURITY

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

THERMAL ENVIROMENT

- 1. PERFORMANCE REQUIREMENT The dwelling unit shall have and be capable of maintaining a thermal environment healthful for the human body.
- 2. ACCEPTABILITY CRITERIA The dwelling unit shall contain safe heating and/or cooling facilities which are in proper operating condition and can provide adequate heat



and/or cooling to each room in the dwelling unit appropriate for the climate to assure a healthful living environment. Unvented room heaters which burn gas, oil or kerosene are unacceptable.

ILLUMINATION AND ELECTRICITY

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

STRUCTURE AND MATERIALS

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

INTERIOR AIR QUALITY

- 1. PERFORMANCE REQUIREMENT The dwelling unit shall be free of pollutants in the air at levels which threaten the health of the occupants.
- 2. ACCEPT ABILITY CRITERIA The dwelling unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust and other harmful air pollutants. Air circulation shall be adequate throughout the unit. Bathroom areas shall have at least one open able window or other adequate exhaust ventilation.

WATER

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

LEAD BASED PAINT

- 1. PERFORMANCE REQUIREMENT -
 - a) The dwelling unit shall be in compliance with HUD Lead Based Paint Regulations, Part 35 of this title, issued pursuant to the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 3535 (d), 4821, and 4851, and the Owner shall provide a certification that the dwelling is in accordance with such HUD regulations.



- b) If the property was constructed prior to 1950, the Family, upon occupancy, shall have been furnished the notice required by HUD Lead Based Paint Regulations, and procedures regarding the hazards of lead based paint poisoning, the symptoms and treatment of lead poisoning and the precautions to be taken against least poisoning.
- 2. ACCEPTABILITY CRITERIA Same as Performance Requirements

ACCESS

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

SITE AND NEIGHBORHOOD

- 1. PERFORMANCE REQUIREMENT The site and neighborhood shall be reasonably free from disturbing noises and reverberations and other hazards to the health, safety and general welfare of the occupants.
- 2. ACCEPTABILITY CRITERIA The site and neighborhood shall not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks, steps, instability, flooding, poor drainage, septic tank back-ups, sewage hazards or mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

SANITARY CONDITION

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

SMOKE DETECTORS

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

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





NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT U.S. Department of Housing and Urban Development OMB Approval No. 2577-0286 Expires 06/30/2017

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

¹To all Tenants and Applicants

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

Protections for Applicants

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

Protections for Tenants

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

² 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



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

Removing the Abuser or Perpetrator from the Household

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

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

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

Moving to Another Unit

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

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

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

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

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer. HAGC will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

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

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

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

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

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

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

If HAGC receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other



petitioning household members as the abuser or perpetrator), HAGC has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HAGC does not have to provide you with the protections contained in this notice.

Confidentiality

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

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

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

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

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

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

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

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

1) Would occur within an immediate time frame, and

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

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional



housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

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

For Additional Information

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

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

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

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







PREVENTING HARASSMENT in Housing Fact Sheet for Public Housing and Voucher Program Applicants and Tenants

S exual Harassment in housing is illegal, as is harassment based on race, color, religion, disability, national origin, or familial status. You have a right to live in housing that is safe, secure, and free from harassment. Housing providers—including public housing agencies (PHAs) and landlords that accept tenant-based or project-based vouchers—are responsible for protecting residents from discriminatory harassment of any type. This fact sheet explains what harassment is and steps you can take to report it. Reporting harassment helps keep housing safe for you and everyone else.

Understanding Harassment in Housing:

The Fair Housing Act & Equal Access Rule Protect Public Housing and Voucher Program Applicants and Tenants.

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

Under HUD's **Equal Access Rule,** landlords that accept vouchers cannot deny housing based on an applicant's or resident's actual or perceived sexual orientation, gender identity or marital status.



Sexual Harassment is Illegal When:

 A landlord, employee, or agent demands sex or other unwelcome sexual conduct in exchange for housing or housing-related services.

Examples:

- A landlord demands nude photos in return for approving a rental application.
- A maintenance person requests sexual favors in return for making needed repairs.
- A property manager evicts a person because that person refuses to have sex.



A landlord, employee, agent, or another tenant engages in unwelcome sexual conduct that is severe or pervasive and interferes with a person's right to access, maintain, or use and enjoy housing or housing-related services.

Examples:

- A landlord persistently makes unwelcome and lewd comments about a resident's body.
- A property manager touches an applicant's intimate body parts without his or her consent.
- A maintenance person repeatedly sends unwelcome sexually explicit text messages and photos to a tenant.

Other Types of Illegal Harassment Include:

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

Examples of harassment by landlords, their staff or other tenants, include:

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

Your Right to Live Free from Sexual Harassment:

- Your landlord must make sure that your housing is free from discrimination. All landlords and property managers, as well as their agents and employees, are responsible for preventing and addressing harassment in your housing.
- You have a right to complain and have the harassment stopped.
- You can complain to your landlord or your PHA.
 You also have the right to complain directly to HUD, without first complaining to your landlord or PHA.
- If you file a complaint with HUD, HUD will seek remedies for you (and possibly others), where appropriate. Remedies may include money damages for harm caused by the harassment, transfer to new housing, and an order requiring the landlord to stop the harassment and take steps to prevent future occurrences.



To Protect Your Right to Harassment-Free Housing, PHAs and Private Landlords Should:

- **Ensure** that their agents and employees do not harass you.
- **Take** all complaints seriously by investigating allegations and informing you about the findings and any actions taken to stop the harassment.
- **Protect** from retaliation anyone who reports harassment or makes a complaint.
- Tell residents and voucher program participants how to file a *Fair Housing Act* or *Equal Access Rule* complaint with HUD.

File a Fair Housing Act or Equal Access Rule complaint with HUD:				
Fair Housing:	 Online: https://www.hud.gov/program_offices/ fair_housing_equal_opp/online-complaint; 	• By Phone : (800) 669-9777; Federal Relay Service/TTY: (800) 877-8339		
	• Contact the PHA that issued the housing assistance voucher.	• You can also contact your local HUD office, which can be found at: https://www.hud.gov/program_offices/field_policy_mgt/localoffices.		
		 For more information: https://www.hud.gov/program_ offices/fair_housing_equal_opp/housing_discrimina- tion_and_persons_identifying_lgbtq 		

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Limited English Proficiency Initiative

Home / Program Offices / FHEO Home / Housing Discrimination Under the Fair Housing Act

HOUSING DISCRIMINATION UNDER THE FAIR HOUSING ACT

Housing discrimination is illegal in nearly all housing, including private housing, public housing, and housing that receives federal funding.

The Fair Housing Act

Who Is Protected?

What Types of Housing Are Covered?

What Is Prohibited?

Additional Resources

The Fair Housing Act

The Fair Housing Act protects people from discrimination when they are renting or buying a home, getting a mortgage, seeking housing assistance, or engaging in other housing-related activities. Additional protections apply to federally-assisted housing.

Learn about the History of the Fair Housing Act, and read Examples of the many forms of housing discrimination.

Who Is Protected?

The Fair Housing Act prohibits discrimination in housing because of:

- Race
- Color
- National Origin
- Religion
- Sex
- Familial Status
- Disability

What Types of Housing Are Covered?

The Fair Housing Act covers most housing. In very limited circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family houses sold or rented by the owner without the use of an agent, and housing operated by religious organizations and private clubs that limit occupancy to members.

What Is Prohibited?

In the Sale and Rental of Housing:

It is illegal discrimination to take any of the following actions because of race, color, religion, sex, disability, familial status, or national origin:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Otherwise make housing unavailable
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide a person different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- Make, print or publish any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any
 preference, limitation or discrimination
- Impose different sales prices or rental charges for the sale or rental of a dwelling
- Use different qualification criteria or applications, or sale or rental standards or procedures, such as income standards, application
 requirements, application fees, credit analyses, sale or rental approval procedures or other requirements
- Evict a tenant or a tenant's guest
- Harass a person
- Fail or delay performance of maintenance or repairs
- Limit privileges, services or facilities of a dwelling
- Discourage the purchase or rental of a dwelling
- Assign a person to a particular building or neighborhood or section of a building or neighborhood
- For profit, persuade, or try to persuade, homeowners to sell their homes by suggesting that people of a particular protected characteristic are about to move into the neighborhood (blockbusting)
- Refuse to provide or discriminate in the terms or conditions of homeowners insurance because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling
- Deny access to or membership in any multiple listing service or real estate brokers' organization

For more information and examples, visit Examples of Housing Discrimination.

In Mortgage Lending:

It is illegal discrimination to take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- Refuse to make a mortgage loan or provide other financial assistance for a dwelling
- Refuse to provide information regarding loans

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- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising a dwelling
- Condition the availability of a loan on a person's response to harassment
- Refuse to purchase a loan

For more information about discrimination in mortgage lending, visit Fair Lending.

Harassment:

The Fair Housing Act makes it illegal to harass persons because of race, color, religion, sex, disability, familial status, or national origin. Among other things, this forbids sexual harassment. Learn more about sexual harassment here.

Other Prohibitions:

In addition, it is illegal discrimination to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise the right
- Retaliate against a person who has filed a fair housing complaint or assisted in a fair housing investigation

Advertising:

For more information about advertising and the Fair Housing Act, visit Advertising and Marketing.

Additional Protections For Persons With Disabilities:

Housing providers must make reasonable accommodations and allow reasonable modifications that may be necessary to allow persons with disabilities to enjoy their housing. Get more information about reasonable accommodation here.

Certain multifamily housing must be accessible to persons with disabilities. Get more information here.

Additional Resources

Examples of Housing Discrimination

Fair Housing and Related Laws

File a Complaint

Back to FHEO Home

Are You a Victim of Housing Discrimination?

Fair Housing is Your Right!

If you have been denied your housing rights...you may have experienced unlawful discrimination.



U.S. Department of Housing and Urban Development

WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont: NEW ENGLAND OFFICE Fair Housing Hub

U.S. Dept. of Housing Hub U.S. Dept. of Housing and Urban Development Thomas P. O'Neill, Jr. Federal Building 10 Causeway Street, Room 321 Boston, MA 02222-1092 Telephone (617) 994-8320 or 1-800-827-5005 Fax (617) 565-7313 • TTY (617) 565-5453 E-mail: Complaints_office_01@hud.gov

For New Jersey and New York: NEW YORK/NEW JERSEY OFFICE

Fair Housing Hub U.S. Dept. of Housing and Urban Development 26 Federal Plaza, Room 3532 New York, NY 10278-0068 Telephone (212) 264-1290 or 1-800-496-4294 Fax (212) 264-9829 • TTY (212) 264-0927 E-mail: Complaints office 02@hud.gov

For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia: MID-ATLANTIC OFFICE

Fair Housing Hub U.S. Dept. of Housing and Urban Development The Wanamaker Building 100 Penn Square East Philadelphia, PA 19107 Telephone (215) 656-0663 or 1-888-799-2085 Fax (215) 656-3419 - TTY (215) 656-3450 E-mail: **Complaints_office_03@hud.gov**

For Alabama, the Caribbean, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee: SOUTHEAST/CARIBBEAN OFFICE

Fair Housing Hub U.S. Dept. of Housing and Urban Development Five Points Plaza 40 Marietta Street, 16th Floor Atlanta, GA 30303-2808 Telephone (404) 331-5140 or 1-800-440-8091 Fax (404) 331-1021 • TTY (404) 730-2654 E-mail: **Complaints_office_04@hud.gov**

For Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin: MIDWEST OFFICE

Fair Housing Hub U.S. Dept. of Housing and Urban Development Ralph H. Metcalfe Federal Building 77 West Jackson Boulevard, Room 2101 Chicago, IL 60604-3507 Telephone (312) 353-7776 or 1-800-765-9372 Fax (312) 886-2837 • TTY (312) 353-7143 E-mail: **Complaints_office_05@hud.gov**

For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas: SOUTHWEST $\ensuremath{\mathsf{OFFICE}}$

Fair Housing Hub U.S. Dept. of Housing and Urban Development 801 North Cherry, 27th Floor Fort Worth, TX 76102 Telephone (817) 978-5900 or 1-888-560-8913 Fax (817) 978-5876 or 5851 • TTY (817) 978-5595 E-mail: **Complaints_office 06@hud.gov**

For Iowa, Kansas, Missouri and Nebraska: GREAT PLAINS OFFICE

Fair Housing Hub U.S. Dept. of Housing and Urban Development Gateway Tower II 400 State Avenue, Room 200, 4th Floor Kansas City, KS 66101-2406 Telephone (913) 551-6958 or 1-800-743-5323 Fax (913) 551-6856 • TTY (913) 551-6972 E-mail: Complaints_office_07@hud.gov

For Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming: ROCKY MOUNTAINS OFFICE

Fair Housing Hub U.S. Dept. of Housing and Urban Development 1670 Broadway Denver, CO 80202-4801 Telephone (303) 672-5437 or 1-800-877-7353 Fax (303) 672-5026 • TTY (303) 672-5248 E-mail: **Complaints_office_08@hud.gov**

For Arizona, California, Hawaii, and Nevada: PACIFIC/HAWAII OFFICE

Fair Housing Hub U.S. Dept. of Housing and Urban Development 600 Harrison Street, Third Floor San Francisco, CA 94107-1300 Telephone (415) 489-6524 or 1-800-347-3739 Fax (415) 489-6558 +TTY (415) 436-6594 E-mail: **Complaints_office_09@hud.gov**

For Alaska, Idaho, Oregon, and Washington: NORTHWEST/ALASKA OFFICE Fair Housing Hub

U.S. Dept. of Housing and Urban Development Seattle Federal Office Building 909 First Avenue, Room 205 Seattle, WA 98104-1000 Telephone (206) 220-5170 or 1-800-877-0246 Fax (206) 220-5447 • TTY (206) 220-5185 E-mail: **Complaints_office_10@hud.gov**

If after contacting the local office nearest you, you still have ques-

tions – you may contact HUD further at: U.S. Dept. of Housing and Urban Development Office of Fair Housing and Equal Opportunity 451 7th Street, S.W., Room 5204 Washington, DC 20410-2000 Telephone (202) 708-0836 or 1-800-669-9777 Fax (202) 708-1425 • TTY 1-800-927-9275

To file electronically, visit: www.hud.gov

PLACE POSTAGE HERE

MAIL TO:

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The Department of Housing and Urban Development is authorized to collect this information by Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430); Title VI of the Civil Rights Act of 1964, (P.L. 88-352); Section 504 of the Rehabilitation Act of 1973, as amended, (P.L. 93-112); Section 109 of Title I- Housing and Community DevelopmentActof1974, as amended, (P.L.97-35); Americans with Disabilities Actof1990, (P.L. 101-336); and by the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6103).

The information will be used to investigate and to process housing discrimination complaints. The information may be disclosed to the United States Department of Justice for its use in the filing of pattern and practice suits of housing discrimination or the prosecution of the person(s) who committed that discrimination where violence is involved; and to State or local fair housing agencies that a d minister substantially equivalent fair housing laws for complaint processing. Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

Disclosure of this information is voluntary.





HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano Oficina de Derecho Equitativo a la Vivienda U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity

Instructions: (Please type or print) Read this form carefully. Try to answer all questions. If you do not know the answer or a question does not apply to you, leave the space blank. You have one year from the date of the alleged discrimination to file a complaint. Your form should be signed and dated.

Your Name			
Your Address			
City	State	Zip Code	
Best time to call	Your Daytime Phone No	Evening Phone No	

Who else can we call if we cannot reach you?

Contact's Name	Best Time to call
Daytime Phone No	Evening Phone No
Contact's Name	Best Time to call
	best fille to can
Daytime Phone No	Evening Phone No

What happened to you?

How were you discriminated against?

For example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing? State briefly what happened.
HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo UrbanoOficina de Derecho Equitativo a la ViviendaU.S. Department of Housing and Urban DevelopmentOffice of Fair Housing and Equal Opportunity

Why do you think you are a victim of housing discrimination?

Is it because of your:

•race • color • religion • sex • national origin • familial status (families with children under 18) • disability?

For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children?

Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

Who do you believe discriminated against you?

For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization? Identify who you believe discriminated against you.

Name

Address

Where did the alleged act of discrimination occur?

For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home? Did it occur at a bank or other lending institution? Provide the address.

Address		
City	State	Zip Code
When did the last act of disc	rimination occur	?
Enter the date		/
Is the alleged discrimination continui	ng or ongoing?	Yes No
Signature		Date

Send this form to HUD or to the fair housing agency nearest you. If you are unable to complete this form, you may call that office directly. See address and telephone listings on back page.



It is Unlawful to Discriminate in Housing Based on These Factors...

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Handicap (if you or someone close to you has a disability)

If You Believe Your Rights Have Been Violated...

- HUD or a State or local fair housing agency is ready to help you file a complaint.
- After your information is received, HUD or a State or local fair housing agency will contact you to discuss the concerns you raise.

Detach here. Fold and close with glue or tape (no staples)

Keep this information for your records. Date you mailed your information to HUD: Address to which you sent the information:	//
Office Street	Telephone
City State	Zip Code

If you have not heard from HUD or a State or local fair housing agency within three weeks from the date you mailed this form, you may call to inquire about the status of your complaint. See address and telephone listings on back page.

ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

"The American Dream of having a safe and decent place to call 'home' reflects our shared belief that in this nation, opportunity and success are within everyone's reach. Under our Fair Housing laws, every citizen is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability."

Alphonso Jackson Secretary

How do you recognize Housing Discrimination?

Under the Fair Housing Act, it is Against the Law to:

- Refuse to rent to you or sell you housing
- Tell you housing is unavailable when in fact it is available
- Show you apartments or homes only in certain neighborhoods
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Advertise housing to preferred groups of people only
- Refuse to provide you with information regarding mortgage loans, deny you a mortgage loan, or impose different terms or conditions on a mortgage loan
- Deny you property insurance
- Conduct property appraisals in a discriminatory manner
- Refuse to make reasonable accomodations for persons with a disability if the accommodation may be necessary to afford such person a reasonable and equal opportunity to use and enjoy a dwelling.
- Fail to design and construct housing in an accessible manner
- Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights



State of New Jersey Office of the attorney general Department of Law and Public Safety Division on Civil Rights P.O. Box 089 140 east front street, 6th floor Trenton, NJ 08625-0089

GURBIR S. GREWAL Attorney General

CRAIG SASHIHARA Director

PHILIP D. MURPHY Governor

SHEILA Y. OLIVER *Lt. Governor*

TO: Property Owners

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

DATE: August 2018

SUBJECT: Housing Discrimination Laws

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

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

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

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

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

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

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

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

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

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

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

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

Gurbir S. Grewal Attorney General

Craig Sashihara Director, Division on Civil Rights



How Portability Works

What is Portability?

"Portability" in the Housing Choice Voucher (HCV) program refers to the process through which your family can transfer or "port" your rental subsidy when you move to a location outside the jurisdiction of the public housing agency (PHA) that first gave you the voucher when you were selected for the program (the initial PHA).

The agency that will administer your assistance in the area to which you are moving is called the receiving PHA.

New families have to live in the jurisdiction of the initial PHA for a year before they can port. But, the initial PHA may allow new families to port during this one-year period.

- 1. You must notify the initial PHA that you would
- like to port and to which area you are moving.
- The initial PHA will determine if you are eligible to move. For example, the PHA will determine whether you have moved out of your unit in accordance with your lease.
- If eligible to move, the initial PHA will issue you a voucher (if it has not done so already) and send all relevant paperwork to the receiving PHA.
- If you are currently assisted, you must give your landlord notice of your intent to vacate in accordance with your lease.

Contacting the Receiving PHA

1. Your case manager will let you know how and when to contact the receiving PHA. Your case manager must give you enough information so that you know how to contact the receiving PHA.

2. If there is more than one PHA that administers the HCV program where you wish to move, you may choose the receiving PHA. The initial PHA will give you the contact information for the PHAs that serve the area. If you prefer, you may request that the initial PHA selects the receiving PHA for you.

Generally, the initial PHA is not required to give you any other information about the receiving PHAs, but you may wish to find out more details when contacting them (such as whether the receiving PHA operates a Family Self-Sufficiency or Homeownership program).

See back for more details

See back for more details



How Portability Works

Before Porting, Things You Should Know

Subsidy Standards: The receiving PHA may have different subsidy standards. In other words, the initial PHA may have issued you a three-bedroom voucher, but the receiving PHA may, if appropriate for your family, issue you a two-bedroom voucher. Note, however, that the PHA's subsidy standards must comply with fair housing and civil rights laws. This includes processing reasonable accommodation requests that are necessary for qualified individuals with disabilities.

Payment Standards: The payment standards of the receiving PHA may be different for each PHA. Payment standards are what determine the amount of the rent that the PHA will pay on your behalf. If a receiving PHA's payment standards are lower than the initial PHA, then the portion of the rent you pay may be more than what you were paying at the initial PHA.

Re-screening: The receiving PHA may re-screen you using their own policies, which may be different than the initial PHA's policies and could result in them denying your request to move. When contacting the receiving PHA, you may want to ask whether they re-screen families moving into their area under portability and what are their policies for termination or denial of HCV assistance. This will assist you in determining if the receiving PHA's policies might prevent you from moving to their jurisdiction.

Time Management: You should manage the move so that you have enough time to arrive at the receiving PHA before the initial PHA voucher expires; otherwise, you may lose your assistance.

See front for more details

Once at the Receiving PHA

 The receiving PHA will issue you a voucher to search for a unit in its jurisdiction. Your voucher must be extended by 30 days from the expiration date on the voucher issued by the initial PHA.

- 2. When you submit a request for tenancy approval, the time on your voucher will stop until you are notified in writing whether the unit is approved or denied. The request for tenancy approval is the form you will submit to the receiving PHA once you find a unit, so that the receiving PHA can determine whether you may rent that unit under the program.
- 3. If you decide that you do not want to lease a unit in the area, the receiving PHA will return your voucher to the initial PHA. The initial PHA is not required to, but may, extend the term of your voucher so that you may search for a unit in the initial PHA's jurisdiction or port to another jurisdiction.

Any additional instructions will be provided by the receiving PHA. PHAs must comply with all nondiscrimination and equal opportunity requirements in the portability process, including, but not limited to, the Fair Housing Act, Section 504 of the of the Rehabilitation Act, Title VI of the Civil Rights Act, and title II of the Americans with Disabilities Act.

See front for more details

Portability Instructions for The Housing Authority of Gloucester County

- 1) You must submit a written request to this agency with:
 - a) The name of the town you wish to move to
 - b) The name of the housing authority
 - c) The name of the contact person for portability
 - d) The address of the housing authority
 - e) The telephone number, fax number and/or email
 - f) Your caseworker may assist you in obtaining this information
 - g) Your name, telephone number and email address
- You may search for vacancies in the area that you would like to move to on: socialserve.com
- 3) When this agency receives confirmation of the billing arrangement for the receiving housing authority your written request for portability will be approved or denied. You must have a 'legal domicile' in the jurisdiction of this agency for the first year of housing assistance.
- 4) If you are approved, arrangements will be made for a Housing Choice Voucher to be signed by you with 120 days for your housing search. If you do not locate housing in 120 days you must request an extension on your Voucher from the receiving housing agency in accordance with 982.355 (c)(13)(14). If the receiving PHA does not approve your request for an extension you may lose your voucher so it is important to locate housing as soon as possible.
- 5) You will be responsible to submit a letter to your current landlord and send a copy of the letter to your caseworker here that you are moving out of the unit or terminating the lease in accordance with Obligations of the Family 24 CFR 982.551(f).
- 6) When your voucher is signed, all of the necessary portability forms (HUD-52665 and HUD-50058) will be emailed or faxed with a copy of your voucher to the receiving housing authority.
- Once your portability packet has been emailed or faxed, you will need to stay in contact with the portability contact person for the receiving housing authority.
- Procedures and policies will be in accordance with the receiving housing authority for your move to their jurisdiction.
 PortOut

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PHA Code	PHA CONTACT LIST Name	Phone	Fax	Email	Physical Address	Ту
NJ007	Asbury Park Housing Authority	(732)774-2660	(732)774-0643	Thomas@aphanj.com	1000 1/2 3RD Avenue ASBURY PARK NJ 07712	Combi
NJ014	Housing Authority and Urban Redevelopment Age	(609)344-1107	(609)344-1015	thannon@atlanticcityha.org	227 N VERMONT Avenue ATLANTIC CITY NJ 08401	Combi
NJ012	Bayonne Housing Authority	(201)339-8700	(201)436-0995	bayonneha@optonline.net	549 AVENUE A BAYONNE NJ 07002	Combi
11056	Berkeley Housing Authority	(732)269-2312	(732)269-7709	bha@berkeleytwphousing.org	44 Frederick Drive Bayville NJ 08721	Combi
1)057	Belmar Housing Authority	(732)681-1795	(732)530-1739	belmarhousingauthority@gmail.com	710 8TH Avenue BELMAR NJ, 07719	Low-Re
1102	Warren County Housing Authority	(908)475-3989 x3	(908)475-8637	fdelmore@warrenhousing.com	415 Front Street Belvidere NJ 07823	Section
J018	Beverly Housing Authority	(609)387-0250	(609)387-7349	bha2@comcast.net	101 MAGNOLIA Street BEVERLY NJ 08010	Low-Re
1099	BLOOMFIELD TOWNSHIP HA	(973)680-4189	(973)680-4510	housing@bloomfieldtwpnj.com	1 Municipal Plaza Bloomfield NJ 07003	Section
J052	Boonton Housing Authority	(973)335-0846 x6	(973)335-0955	sherry@boontonhousing.org	125 Chestnut Street Boonton NJ 07005	Combi
1065	Brick Housing Authority	(732)920-9400 ×111	(732)920-7604	Jacob@brickha.org	165 Chambers Bridge Road Brick Town NJ 08723	Combi
1049	Bridgeton Housing Authority	(856)451-4454	(856)451-0226	joanne.sbrana@bridgetonpha.org	110 E. Commerce Street Bridgeton NJ 08302	Combi
1020	Burlington Housing Authority	(609)386-0246	(609)386-2465	bhahud@erols.com	800 WALNUT Street BURLINGTON NJ 08016	Low-R
J010	Housing Authority of the City of Camden	(856)968-2700	(856)968-2754	vfigueroa@camdenhousing.org	2021 Watson Street CAMDEN NJ 08105	Comb
J062	Cape May Housing Authority	(609)884-8703	(609)884-9028	chackenberg@capemayha.org	639 LAFAYETTE Street CAPE MAY NJ 08204	Low-R
1047	Carteret Housing Authority	(732)541-6800	(732)541-2867	chaeric@aol.com	96 ROOSEVELT Avenue CARTERET NJ 07008	Comb
J073	Borough of Clementon Housing Authority	(856)784-1134	(856)784-1324	vlawrence@clemhousing.net	22 GIBBSBORO Road CLEMENTON NJ 08021	Comb
J070	Cliffside Park Housing Authority	(201)941-0655	(201)941-4038	jcapano@cp-ha.org	500 GORGE Road CLIFFSIDE PARK NJ 07010	Comb
1089	Clifton Housing Authority	(973)470-5846	(973)471-1837	DVillano@Cliftonnj.org	City Hall Clifton NJ , 07013	Sectio
J079	Collingswood Housing Authority	(856)854-1077	(856)854-8283	habofc@comcast.net	30 WASHINGTON Avenue COLLINGSWOOD NJ 08108	Low-F
1204	Gloucester County Housing Authority	(856)845-4959	(856)348-9044	kgober@hagc.org	100 POP MOYLAN Boulevard DEPTFORD NJ 08096	Comb
1068	Dover Housing Authority	(973)361-9444	(973)361-6204	admin@doverhousing.org	215 E BLACKWELL Street DOVER NJ 07801	Comb
1050	East Orange Housing Authority	(973)766-8896 x20	(973)766-8797	wgill@eoha.org	7 Glenwood Avenue Suite 304A EAST ORANGE NJ 0701B	Comb
075	Edgewater Housing Authority	{201}943-6000	(201)943-0416	jcapano@edgewaterha.org	300 UNDERCLIFF Avenue EDGEWATER NJ 07020	Comb
1043	Edison Housing Authority	(908)561-2525	(908)561-7517	Dhurley@edisonHA.org	14 Rev. Samuel Carpenter Boulevard Edison NJ 08820	Comb
113	Union County Housing Authority	(732)382-8100	(732)382-7800	awagner@ucnj.org	1 Elizabethtown Plaza Sth Floor Elizabeth NJ 07207	Sectio
1003	Elizabeth Housing Authority	(908)965-2400	(908)965-0026	wjones@hacenj.com	688 MAPLE Avenue ELIZABETH NJ 07202	Comb
1055	Englewood Housing Authority	{201}871-3451	(201)871-5908	DSenande@ehahousing.org	111 WEST Street ENGLEWOOD NJ 07631	Comb
1084	Hunterdon County Division of Housing	(908)788-1336	(908)806-4896	jcampana@co.hunterdon.nj.us	P.O. Box 2900 Flemington NJ 08822	Sectio
038	Florence Housing Authority	(609)499-0575	(609)499-0888	fha1@comcast.net	620 W. Third & Eyre Street Florence NJ 08518	Low-F
071	Fort Lee Housing Authority	(201)947-7400	(201)947-9710	terry@flha.org	1403 TERESA Drive FORT LEE NJ 07024	Comb
1069	Freehold Housing Authority	(732)462-2421	(732)409-7075	FreeholdHA@aol.com	107 Throckmorton Street Freehold NJ , 07728	Low-R
1095	Monmouth County PHA	(732)431-6000 x6175	(732)431-6267	Christine.Aumack@co.monmouth.nj.us	3000 Kozloski Road Freehold NJ 07728	Sectio
1880	Collaborative Support Programs of NJ	(732)780-1175 x4201	(732)780-8977		11 Spring Street Freehold NJ 07728	Sectio
1881	Community Enterprises Corporation	(732)780-1175 x33	(732)780-8977	vluna@cspnj.org	11 Spring Street Freehold NJ 07728	Sectio
J034	Garfield Housing Authority	(973)340-4170	(973)772-7804	marty@garfieldhousing.org	71 DANIEL P CONTE Court GARFIELD NJ 07026	Low-F
J051	Glassboro Housing Authority	(856)881-5211	(856)696-0481	kgober@hagc.org	181 Delsea Manor Drive Glassboro NJ 08028	Comb
J218	Gloucester City Housing Authority	(856)456-5772 x131	(856)456-6894	Kmcgrathdunn@prd.net	101 MARKET Street GLOUCESTER CITY NJ 08030	Low-R
1036	Guttenberg Housing Authority	(201)861-0900	(201)861-4521	randrade@guttenbergha.org	6900 Broadway Guttenberg NJ 07093	Comb
1028	Hackensack Housing Authority	(201)342-4280	(201)342-5044	tonyf@hackensackhousing.org	65 First Street Hackensack NJ 07061	Low-R
1067	Housing Authority of Bergen County	(201)336-7600	(201)336-7660	bartlett@habcnj.org	One Bergen County Plaza Hackensack NJ 07601	Comb
J212	Hamilton Township HA	(609)890-3677	(609)890-3525	jblakely@hamiltonnj.com	2090 Greenwood Avenue Hamilton NJ 08650	Sectio
J016	Harrison Housing Authority	(973)483-1488 x12	(973)483-4277	rlucas@harrisonhousing.com	Harrison & Schuyler Avenue Harrison NJ 07029	Low-R
1044	Highland Park Housing Authority	(732)572-4420	(732)985-6485	_	242 S 6TH Avenue HIGHLAND PARK NJ 08904	Comb
0041			•	donnabrightman@hotmail.com		
1041	Highlands Housing Authority	(732)872-2022	(732)291-8743 (609)426-9440	ddzema@perthamboyha.org	215 SHORE Drive HIGHLANDS NJ , 07732	Low-R
1015	Hightstown Housing Authority	(609)448-2268	• •	kleprevost@hightstownhousing.org	131 ROGERS Avenue HIGHTSTOWN NJ 08520	Low-R
	Hoboken Housing Authority	(201)798-0370	(201)798-0164	mrecko@myhhanj.com	400 HARRISON Street HOBOKEN NJ 07030	Comb
13037	Irvington Housing Authority	(973)375-2121	(973)375-4581	edgarcia@ihanj.org	101 UNION Avenue IRVINGTON NJ 07111	Comb
13009	Housing Authority City of Jersey City	(201)706-4638	(551)256-7740	vbrady-phillips@jcha.us	400 U.S. Highway #1 (Marion Gardens) Jersey City NJ 07306	Comb
11882	Garden State Episcopal CDC	(201)209-9301		CMori@gsecdc.org	514 Newark Ave Jersey City NJ 07306	Sectio
11060	Keansburg Housing Authority	(732)787-6151 ×10	(732)787-5204	ddzema@perthamboyha.org	CHURCH KEANSBURG NJ 07734	Comb
11214	Lakewood Township Residential Assistance Prog	(732)367-0660 ×22	(732)367-6645	henya@itrap.org	600 West Kennedy Boulevard Lakewood NJ 08701	Sectio
1054	Housing Authority of the Township of Lakewood	(732)364-1300 x113	(732)367-3299	sparsons@lakewoodha.org	317 SAMPSON Avenue LAKEWOOD NJ 08701	Comb
1066	Housing Authority City of Linden	(908)298-3820 x203	(908)298-6990	mongil@aol.com	1601 DILL Avenue LINDEN NJ 07036	Comb
J011	Housing Authority of the Borough of Lodi	(973)470-3650 x15	(973)778-1429	thomasd@lodihousing.org	50 BROOKSIDE Avenue LODI NJ 07644	Comb
1008	Long Branch Housing Authority	(732)222-3747	(732)222-7501	gwright@lbhousing.org	Garfield Court Long Branch NJ 07740	Comb
J105	Madison Housing Authority	(973)377-0258	(973)377-5237	Lriccio@madisonha.com	24 Central Avenue MADISON NJ 07940	Comb
J112	Manville Housing Authority	(908)725-8943 x111	(908)231-8620	TomL@MandL.net	325 Main Street Manville NJ , 08835	Sectio
J081	Housing Authority of the Township of Middleto	(732)671-2990	(732)671-4828	sthomas@mhanj.net	1 OAKDALE Drive MIDDLETOWN NJ 07748	Comb
J061	Millville Housing Authority	(856)825-8860 ×1011	(856)825-5283	pdice@millvillehousing.org	1153 Holly Berry Lane MILLVILLE NJ 08332	Comb
J202	Buena Housing Authority	(856)697-4852	(856)697-2642	jjones@vha.org	600 CENTRAL Avenue MINOTOLA NJ 08341	Low-R
1086	Montclair Housing Authority	(973)509-4936	(973)509-4946	bmorgan@montclairnjusa.org	205 Claremont Avenue Montclair NJ 07042	Sectio
1023	Morristown Housing Authority	(973)292-4186	(973)292-4156	kkinard@morristownha.com	31 Early Street Morristown NJ 07960	Comb
1092	Morris County Housing Authority	(973)540-0389	(973)540-1914	kstephens@morriscountyha.org	99 KETCH Road MORRISTOWN NJ 07960	Comb
1048	Neptune Housing Authority	(732)774-7692	(732)774-9456	bcook1@tnha.org	1810 Alberta Avenue Neptune NJ 07753	Comb
J114	Middlesex County	(732)745-3025	(732)745-4117	melissa.bellamy@co.middlesex.nj.us	Administration Building New Brunswick NJ 08910	Sectio
JO22	New Brunswick Housing Authority	(732)745-5157 x301	(732)253-7799	jclarke@nbnjha.org	7 Van Dyke Avenue NEW BRUNSWICK NJ 08901	Comb
1002	Newark Housing Authority	(973)273-6600	(973)273-6636	vcirilo@newarkha.org	500 Broad Street NEWARK NJ 07102	Comb
J076	Newton Housing Authority	(908)859-0122 x102	(908)454-8267	prummerfield@phillipsburgha.com	32 LIBERTY Street NEWTON NJ 07860	Low-R
1004	North Bergen Housing Authority	(201)868-8605	(201)295-3098	gsanzari@nbhousing.org	6121 GRAND Avenue NORTH BERGEN NJ 07047	Comb
J053	Ocean City Housing Authority	(609)399-1062	(609)399-7590	jjones@vha.org	204 Fourth Street Ocean City NJ , 08226	Low-F
J110	Old Bridge Housing Authority	(732)607-6383	(732)679-0894	obtha@optonline.net	2000 Route 18 North Old Bridge NJ 08857	Sectio
1025	Housing Authority of the City of Orange	(973)675-1250	(973)675-6843	Wmcneil63@aol.com	340 THOMAS Boulevard ORANGE NJ 07050	Comb
1013	Housing Authority of the City of Passaic	(973)365-6330 x6759	(973)365-0017	pmitchell@passaichousing.org	52 Aspen Place Passaic NJ 07055	Comb
1090	Passaic County Public Housing Agency	(973)881-4369	(973)684-0317	janicedj@passaiccountynj.org NJ021	100 Hamilton Plaza Suite 510 Paterson NJ 07505	Sectio
1021	Paterson Housing Authority	(973)345-5650	(973)977-9085	igorham@patersonha.org	60 VAN HOUTEN Street PATERSON NJ 07505	Comb
074	Penns Grove Housing Authority	(856)299-0101	(856)299-6736	pennsgroveha@aol.com	Penn Towers South Penns Grove NJ 08069	Comb
118	Township of Pennsauken Housing	(856)663-0514	(856)665-6641	pmagro@twp.pennsauken.nj.us	2400 Bethel Avenue Pennsauken NJ 08109	Sectio
006	Perth Amboy Housing Authority	(732)826-3110	(732)826-3111	ddzema@perthamboyha.org	881 Amboy Avenue Perth Amboy NJ 08862	Comb
1088	Perth Amboy Housing Authority Phillipsburg DCD	(732)826-3110 (908)454-5500 x342	(908)213-9214	gfey@phillipsburgnj.org		Sectio
			• •		675 Corliss Avenue PHILLIPSBURG NJ 08865	
024	Phillipsburg Housing Authority	(908)859-0122 x102	(908)454-8267	prummerfield@phillipsburgha.com	530 HECKMAN STREET PHILLIPSBURG NJ 08865	Low-F
1039	Plainfield Housing Authority	(908)769-6335 x605	(908)753-2232	randywood01@yahoo.com	510 E FRONT Street PLAINFIELD NJ 07060	Comb
1059	Pleasantville Housing Authority	(509)546-3023	(609)272-1405	vlawrence@pleasantvilleha.org	168 North Main Street PLEASANTVILLE NJ 08232	Comb
1027	Princeton Housing Authority	(609)924-3448	(609)924-1663	irvnew2@msn.com	1 Redding Circle PRINCETON NJ, 08540	Low-F
1032	Rahway Housing Authority	(732)499-0066	(732)499-0070	rha165@aol.com	165 E Grand Avenue Rahway NJ 07065	Comb
1046	Red Bank Housing Authority	(732) 741-1808	(732)741-0104	wfsnyder@earthlink.net	52 EVERGREEN Terrace RED BANK NJ 07701	Comb
1058	Salem Housing Authority	(856)265-6207	(856)935-5290	pdice@millvillehousing.org	205 7TH Street SALEM NJ 08079	Comb
1100	Sayreville Housing Authority	(732)721-8044	(732)721-0062	HAPAdoug@aol.com	650 Washington Road Sayreville NJ 08872	Sectio
1109	Constructed the second state of the	(201)867-2957	(201)867-9113	christopher@secaucusha.org	700 COUNTY Avenue SECAUCUS NJ 07094	Comb
	Secaucus Housing Authority	(202/00/-233/				
1083	Franklin Housing Authority	(732)545-9430 x10	(732)545-3567	Ed@ftha.org	25 PARKSIDE Street SOMERSET NJ 08873	Combi
ij 106 ij 083 ij 042 ij 097				Ed@ftha.org toml@mandl.net	25 PARKSIDE Street SOMERSET NJ 08873 25 West End Avenue Somerville NJ 08876	Combi Sectio

NJ017	Summit Housing Authority	(908)273-6413	(908)273-3618	jmbillyjr@summitnjha.org	512 SPRINGFIELD Avenue SUMMIT NJ 07901	Low-Rent
NJ902	N.J. HSG. AND MORTGAGE FINANCE AGCY	(609)278-7616	(609)278-1173	crichman@njhmfa.gov	637 South Clinton Avenue Trenton NJ 08650	Section 8
NJ912	STATE OF NJ DEPT. OF COMM. AFFAIRS	(609)633-6204	(609)633-8084	janel.winter@dca.nj.gov	101 South Broad Street Trenton NJ 08625	Section 8
NJ005	Trenton Housing Authority	(609)278-5042	(609)599-9827	jgarrett@tha-nj.org	875 NEW WILLOW Street TRENTON NJ 08638	Low-Rent
NJ109	Union Township Housing Authority	(973)761-0059	(973)761-0086	waiterfrye@aol.com	1976 Morris Avenue Union NJ , 07083	Section 8
NJ026	Union City Housing Authority	(201)864-1515 x114	(201)864-7163	SSANGER@UCPHA.COM	3911 KENNEDY Boulevard UNION CITY NJ 07087	Combined
NJ063	Vineland Housing Authority	(856)691-4099	(856)691-8404	jjones@vha.org	191 W CHESTNUT Avenue VINELAND NJ 08360	Combined
NJ077	Weehawken Housing Authority	(201)348-4188	(201)348-4457	weehawkenha@aol.com	525 GREGORY Avenue WEEHAWKEN NJ 07086	Combined
NJ030	West New York Housing Authority	(201)868-6100	(201)868-3393	rdivincent@wnyhousing.org	6100 ADAMS Street WEST NEW YORK NJ 07093	Combined
NJ108	West Orange Housing Authority	(973)325-4107	(973)325-1197	wopha@westorange.org	66 Main Street West Orange NJ 07052	Section 8
NJ064	Haddon Housing Authority	(856)854-3700	(856)854-7122	rohrer.towers@verizon.net	25 WYNNEWOOD Avenue WESTMONT NJ 08108	Low-Rent
NJ080	Wildwood Housing Authority	(856)265-6207	(609)729-4168	pdice@millvillehousing.org	3700 NEW JERSEY Avenue WILDWOOD NJ 08260	Low-Rent
NJ033	Woodbridge Housing Authority	(732)634-2750	(732)634-8421	donnabrightman@hotmail.com	800 B BUNNS LANE WOODBRIDGE NJ 07095	Combined

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HOUSING CHOICE VOUCHER PROGRAM

TENANT BRIEFING PACKET

Gloucester County Data

The information contained in this document was obtained through the Gloucester County Website and Census.gov.

FACTS

- Form of Government: Board of Chosen Freeholders (7)
- Date of Incorporation: 1686
- Number of Municipalities: 24
- Square Miles: 329
- 2,032 total miles of road in Gloucester County
- Miles of County Highway: 410
- Total Population: 288,288
- Median Household Income: \$69,990
- Median House Value in Gloucester County: \$220,400
- Municipality with largest population: Washington Township 48,559
- Municipality with smallest population: Newfield 1,553 decrease of 4%; City of Woodbury: 10,174 – decrease of 1%
- Municipality with Largest Population Growth since 2000: Woolwich Twp. +236% Total Population of 10,200

MAJOR EMPLOYERS

For a copy of the Gloucester County Business Directory: http://www.co.gloucester.nj.us/civica/filebank/blobdload.asp?BlobID=9056

Employers and number of employees

•	Amazon:	4,500
•	Rowan University:	3,500
•	Inspira Healthcare Network	2,051
•	Jefferson Health	2,015
•	ShopRite	1,300
•	Gloucester County	1,200
•	US Foods	1,014
•	Walmart Turnersville	800
•	Penske	700
•	Heritage's Dairy Store	520
•	United Methodist Pitman	500
•	Honda Turnersville	499
•	Paulsboro Refining Company LLC	478
•	Aryzta LaBrea Bakery Inc	425
	5	



- Washington Township High School 400
- Liscio's Italian Bakery 355
- Walmart Deptford 350
- Rowan College at Gloucester County 300
- Raymour & Flanigan Furniture 300
- The Wyanok Group/ Slack Inc. 285

Gloucester County Schools: https://www.nj.gov/education/counties/gloucester.htm

Gloucester County Poverty Concentration Information

HUD's 2015 Glossary of HUD Terms describes an area of minority concentration as "a neighborhood in which the percentage of persons of a particular racial or ethnic minority is at least 20 percent higher than that minority's percentage in the housing market area as a whole, or in the case of a metropolitan area, the neighborhood's total percentage of its minority persons exceeds 50 percent of its population." As determined by the State of New Jersey FY 2015-2019 Analysis of Impediments to Fair Housing Choice published by the Department of Community Affairs, Gloucester County has no such areas. Further, per HUD, a concentrated area of poverty is generally defined as any census tract with at least a 40 percent poverty rate. Gloucester County has no such areas of concentrated poverty rates.



GLOUCESTER COUNTY MUNICIPALITIES

Municipality (with map key)	Municipal type	Рор.	Housing Units	Total Area	Water Area	Land Area	Pop. Density	Housing Density	School District	Communities ^[79]
<u>Clayton</u> (2)	borough	8,179	3,128	7.33	0.19	7.14	1,145.5	438.1	<u>Clayton</u>	
<u>Deptford</u> <u>Township</u> (20)	township	30,561	12,361	17.61	0.25	17.36	1,760.3	712.0	<u>Deptford</u>	<u>Almonesson</u> <u>Good Intent</u> <u>Oak Valley</u> CDP (3,483)
<u>East Greenwich</u> <u>Township</u> (15)	township	9,555	3,405	14.92	0.48	14.44	661.7	235.8	<u>Kingsway</u> (7-12) <u>East</u> <u>Greenwich</u> (PK-6)	<u>Mount Royal</u> <u>Mickleton</u> <u>Wolfert</u>
<u>Elk Township</u> (24)	township	4,216	1,576	19.69	0.19	19.49	216.3	80.8	<u>Delsea</u> (7-12) <u>Elk Township</u> (PK- 6)	<u>Aura</u> <u>Hardingville</u>
<u>Franklin</u> <u>Township</u> (23)	township	16,820	6,104	56.47	0.56	55.91	300.9	109.2	<u>Delsea</u> (7-12) <u>Franklin</u> <u>Township</u> (K-6)	<u>Franklinville</u> <u>Malaga</u>
Glassboro (3)	borough	18,579	6,590	9.22	0.04	9.18	2,022.9	717.5	Glassboro	
<u>Greenwich</u> <u>Township</u> (13)	township	4,899	2,048	12.03	3.06	8.97	546.2	228.3	Paulsboro (9-12) (<u>S/R</u>) <u>Greenwich</u> Township (K-8)	Billingsport Gibbstown (3,739)
<u>Harrison</u> <u>Township</u> (18)	township	12,417	4,089	19.23	0.09	19.14	648.7	213.6	<u>Clearview</u> (7-12) <u>Harrison</u> <u>Township</u> (PK-6)	Mullica Hill CDP (3,982) Richwood CDP (3,400, part) Ewan

GLOUCESTER COUNTY MUNICIPALITIES

Municipality (with map key)	Municipal type	Рор.	Housing Units	Total Area	Water Area	Land Area	Pop. Density	Housing Density	School District	Communities ^[79]
<u>Logan</u> <u>Township</u> (12)	township	6,042	2,172	26.93	5.00	21.93	275.6	99.1	<u>Kingsway</u> (7-12) (<u>S/R</u>) <u>Logan</u> (PK-6)	Beckett CDP (4,847) Bridgeport Repaupo
<u>Mantua</u> <u>Township</u> (19)	township	15,217	5,980	15.92	0.07	15.85	960.1	377.3	<u>Clearview</u> (7-12) <u>Mantua</u> <u>Township</u> (PK-6)	<u>Barnsboro</u> <u>Richwood</u> CDP (59, part) <u>Sewell</u>
<u>Monroe</u> <u>Township</u> (22)	township	36,129	13,387	46.93	0.53	46.39	778.8	288.6	<u>Monroe Township</u>	<u>Cross Keys</u> <u>New Brooklyn</u> <u>Victory Lakes</u> CDP (2,111) <u>Williamstown</u> CDP (15,567)
<u>National Park</u> (9)	borough	3,036	1,153	1.45	0.45	1.00	3,023.2	1,148.1	Gateway (7-12) National Park (PK- 6)	
<u>Newfield</u> (1)	borough	1,553	626	1.71	0.00	1.70	912.0	367.6	<u>Delsea</u> (7-12) <u>Franklin</u> <u>Township</u> (K-6) (<u>S/R</u>)	
Paulsboro (10)	borough	6,097	2,533	2.60	0.71	1.90	3,216.4	1,336.2	Paulsboro	
Pitman (4)	borough	9,011	3,705	2.31	0.04	2.27	3,976.1	1,634.8	<u>Pitman</u>	
<u>South Harrison</u> <u>Township</u> (17)	township	3,162	1,056	15.73	0.05	15.68	201.7	67.4	Kingsway (7-12) South Harrison (K- 6)	<u>Harrisonville</u>
Swedesboro (11)	borough	2,584	1,004	0.76	0.03	0.72	3,568.4	1,386.5	Kingsway (7-12) Swedesboro- Woolwich (K-6)	
<u>Washington</u> <u>Township</u> (21)	township	48,559	17,810	21.60	0.22	21.38	2,271.0	833.0	<u>Washington</u> <u>Township</u>	<u>Grenloch</u> <u>Hurffville</u> <u>Turnersville</u> CDP

GLOUCESTER COUNTY MUNICIPALITIES

Municipality (with map key)	Municipal type	Рор.	Housing Units	Total Area	Water Area	Land Area	Pop. Density	Housing Density	School District	Communities ^[79]
										(3,742)
Wenonah (5)	borough	2,278	860	0.98	0.01	0.97	2,342.8	884.4	<u>Gateway</u> (7-12) <u>Wenonah</u> (K-6)	
<u>West Deptford</u> <u>Township</u> (14)	township	21,677	9,441	17.87	2.45	15.41	1,406.6	612.6	West Deptford	<u>Colonial Manor</u> <u>Greenfields Village</u> <u>Red Bank</u> <u>Thorofare</u>
Westville (8)	borough	4,288	1,912	1.38	0.35	1.02	4,187.0	1,867.0	<u>Gateway</u> (7-12) <u>Westville</u> (PK-6)	
Woodbury (7)	city	10,174	4,456	2.06	0.05	2.01	5,064.0	2,217.9	Woodbury	
<u>Woodbury</u> <u>Heights</u> (6)	borough	3,055	1,125	1.23	0.01	1.22	2,499.4	920.4	<u>Gateway</u> (7-12) <u>Woodbury</u> <u>Heights</u> (PK-6)	
<u>Woolwich</u> <u>Township</u> (16)	township	10,200	3,275	21.23	0.32	20.91	487.8	156.6	<u>Kingsway</u> (7-12) <u>Swedesboro-</u> <u>Woolwich</u> (K-6)	
Gloucester County	county	288,288	109,796	337.18	15.17	322.01	895.3	341.0		

Low-Income Children Attending Low-Poverty Schools Made Strong Gains in Math and Reading, Compared With Children in Moderate- to High-Poverty Schools



Note: The children studied lived in public housing in Montgomery County, Maryland. On average, non-poor students in the district scored at the 50th percentile. "Low-poverty" schools are those where fewer than 20 percent of students are eligible for free or reduced-price meals (FARMs). In "moderate- to high-poverty" schools, 20 to 85 percent of students are eligible for FARMs. Test score percentiles are in relation to all children in county public schools.

Source: Heather Schwartz, "Housing Policy Is School Policy," in Richard D. Kahlenberg, ed., The Future of School Integration (Century Foundation, 2012).

ADVANTAGES OF LIVING IN A LOW-POVERTY NEIGHBORHOOD

Moving with Voucher to Lower-Poverty Neighborhoods While Young Children Improves Key Adult Outcomes



Note: Outcomes are for children up to age 13 at the time of random assignment under the Moving to Opportunity (MTO) demonstration. "Moved" refers to families that used MTO vouchers to relocate to neighborhoods where fewer than 10 percent of residents were poor. "Did not move" refers to control group families that did not receive MTO vouchers.

Source: Chetty et al., "The Effects of Exposure to Better Neighborhoods on Children: New Evidence from the Moving to Opportunity Experiment," National Bureau of Economic Research, Working Paper #21156, May 2015.

CENTER ON BUDGET AND POLICY PRIORITIES | CBPP.ORG

GLOUCESTER COUNTY CENSUS TRACT MAP



INSPIRA

INSPIRA	
INSPIRA Community Health Service Prog.	541-1752
INSPIRA – Cancer Education & Early Detection Prog	.845-0100 ext 5036
INSPIRA – Emergency	
INSPIRA – Family Practice Center	
INSPIRA -Prenatal Care Program	
INSPIRA – Physician Referral Service	
University of Medicine & Dentistry	
Unv. Of Medicine – Dental Center Stratford	566-6969
Unv. Of Medicine – Family Medicine Stratford	566-7020
Veteran's Clinic	
Visiting Homemakers & Health Services	853-0010
Visiting Nurse / Therapist System1-800-	255-8986 - 939-9000
Virtua West Jersey Dental System	246-3545
SPECIAL SERVICES/PROGRAMS	
Abilities Center of Southern New Jersey	848-1025
Arc Gloucester	
Archway School	582-3000
Camp Sun 'N Fun	
Community Health Law Project	
Community Health Law Project	
Gloucester Co. Div of Disability Services	
Hollydell School (Formerly CP center)	
Literacy Volunteers of Gloucester Co	
NJ Library for Blind & Handicapped	
St. John of God	
Shirley Eves Center	
Special Child Health Services	
Special Services School District	
Vocational Rehabilitation	
WOMEN	
Amity House (Catholic Charity in Burlington NJ	
Bring Along Boby support Group	
Bring Along Baby support Group	845-0100 ext 2456
Cherry Hill Women's Center	667-5910
Cherry Hill Women's Center Famcare (Family Planning)	
Cherry Hill Women's Center Famcare (Family Planning) First Way	
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The County of Gloucester complies with all state and federal rules and regulations and does not discriminate on the basis of race, religion, color, national or ethnic origin, sexual orientation, age, marital status or disability in admission to, access to, or operations of its programs, services, or activities. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the Disability Services at (856) 384-6842/New Jersey Relay Service 711 or the EEO office at (856) 384-6903.



DIVISION OF SOCIAL SERVICES

400 Hollydell Drive Sewell, New Jersey 08080 Phone: (856) 582 – 9200 Fax: (Fax) 582 – 6587 E-Mail: wlang@co.gloucester.nj.us

Gloucester County Board of Chosen Freeholders

Robert M. Damminger, Director Giuseppe (Joe) Chila Deputy Director Jim Jefferson, Freeholder Liaison Lyman Barnes Daniel Christy Frank DiMarco Heather Simmons

AIDS/STD HOTLINE	1-800-624-2377
EspanolSame as above	
Addictions Hotline of New Jersey	1-800-238-2333
Domestic Violence Hotline 1-866-295-SERV	or (856) 881-3335
Child Abuse	
Emergency Counseling & Information	077-NJ-ABU3L
Emergency Counseling & information	
Contact Community Help Line	
Division of Developmental Disabilities	
Gloucester Co. Information & Referral Services	211
Mental Health Crisis Hotline	
Newpoint Behavioral Health	
Emergency Food, Shelter	
Beacon Home for Women	168-5113
Catholic Charities	845-9200
First Call for Help of Gloucester County 1-800-648-0132/1-8	88-414-2427
Salvation Army	
SERV 1-866-295-SERV	/ or (856) 881-3335
Utility Assistance	
Board of Public Utilities Customer Assistance	(973) 648-4436
Catholic Charities	
Division of Social Services	
Gateway	6-0066 - 423 - 0040
NJ Home Energy Assistance Hotline	1-800-510-3102
Volunteers of America	
New Jersey Poison control Center	1-800-962-1253
Underwood Memorial Hospital Healthcare Lifeline	853-2084
Victim/Witness Advocacy	384-5512
Women's Referral Central1-800-322-80	
	J9Z/1-000-414-24Z <i>1</i>
SENIOR SERVICES	
SENIOR SERVICES Adult Protective Services	582-9200
SENIOR SERVICES Adult Protective Services Contact Community Help Line	
SENIOR SERVICES Adult Protective Services	
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SENIOR SERVICES Adult Protective Services Contact Community Help Line Division of Senior Services Senior Reach Serv-A-Tray Division of Transportation Services (DTS) Eldercare Resource Centers Eldermed Gloucester Co. Housing Authority Hearing Aid Assistance (HAAD) Lifeline Medicare (1-800-MEDICAR) Ombudsman for the Institutional Elderly Pharmaceutical Assistance (PAAD) (609) 588-7044 Community Service Senior Core	
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Repauno Day Care Center	
Tri-County Community Action Agency (Head Start - Main Offic	e) 453-0803
Weissman's Medical Center	888-877-3100
Woodbury Child Development Center	845-2243
COMMUNITY SERVICES	
Adoption Services	000 005 0074
Children's Home Society	609-695-6274
Division of Youth & Family Services	877-NJ-ABUSE
Adult Continuing Education (GED)	468-5000 ext2217
Access Link.	
American Cancer Society	
American Heart Association, So. New Jersey	
American Red Cross	
Arc Gloucester	
Archway School	856-767-5757
Big Brothers/Big Sisters	616-2340
Boy Scouts of America	
Camp Sun 'N Fun	
Center for Family Services	964-1990
Cherry Hill Women's Center	
Catholic Charities	
Amity House 1-(609) 386-8653	
Center for Family Services	
Consumer Protection	
Contact Community Help Line	877-266-8222
Division on Civil Rights	
Division of Transportation Services (DTS)	696 9250
Division of Youth & Family Services	
Employment Service	0//-NJ-ADUSE
Employment Service	
Famcare (Family Planning)	881-6117
Famcare (Family Planning) Food Stamp Application	
Famcare (Family Planning) Food Stamp Application Foster and Adoptive Family Services	
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Housing Assistance

Gloucester Co. Housing Authority	845-4959
Glassboro Housing Authority	. 881-5211
Homelessness Prevention Program (Tri-County)	451-6330

NJ Housing Mortgage Assistance	800-654-6873
Kinship Navigator Program	
Application .	1-877-569-0350
Legal Services	1-800-496-4570
Literacy Volunteers of Gloucester Co	218-4743
Medicaid Application	
Migrant Services	
CATA	
Special Services School District	
Money Management International (Former Consum	Credit) 888-845-5669
Mother/Child Residential Services	952 1761
National Life Center1-	
One Stop Career Center	
Parent's Anonymous of NJ Inc 1-800-	THE-KIDS – 1-800-843-5437
Paulsboro Community Dev. Corp	
People in Transition	
Salvation Army	
CED/ Demo/Demostic Violance Hatting Tall free	
SERV Rape/Domestic Violence Hotline – Toll free	
St. Matthew's Community Development Corp	629-4614
Stork's Nest	
Together Youth Shelter (Center for Family Services)	
Tri-County Outreach Center	423-0040 or 423-0066
Unemployment Office	384-3754
United Way of Gloucester county	
Veteran's Affairs	
Veteran's Clinic	401-7660
Visiting Homemakers & Health Services	
Visiting Nurse / Therapist System	1-800-255-8986 - 939-9000
Vocational Rehabilitation	384-3730
Volunteers of America	
Welfare Office	
Women's Care Center	
Wounded Healer	
Y.M.C.A. – Woodbury	
HEALTH SERVICES	
AIDS/STD HOTLINE	1-800-624-2377
Black Infant Better Survival Hotline	1 000-024-2377
Black Infant Better Survival Hotline	
Cherry Hill Women's Center	
Famcare (Family Planning)	
Family Health Line	1-800-328-3838
Glassboro Community Health Care Ctr	
Hearing Aid Assistance (HAAD)	1-800-792-9745
Medicaid Application	592 0200
Medicaid District Office	
Newpoint Behavioral Health	
Outpost Division	
Osborne Family Health Center	
Paulsboro Camcare Adult Medicine	687-2200
Description	
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Kennedy Family Health Center – Prenatal Clinic	
Pharmaceutical Assistance (PAAD) (609)	
Samaritan Hospice	
Sexually Transmitted disease Clinic	
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SJ Behavioral Health Resources	
SJ Health Systems Bridgeton	
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Gloucester County

211- Get connected to health and human services, community resources, government assistance. Available 24/7 with a live person, multi-lingual and TTY accessible.

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http://www.nj211.org/

Food Bank of South Jersey- Local food pantries, mobile food pantry truck, supplemental food boxes for low-income seniors, cooking demos/classes, SNAP (food stamp) outreach, and kids programs (856) 662-4884 http://www.foodbanksj.org

MyNJHelps.org- On-line guide to services in NJ including; Food and Nutrition, Child/Family Resources, Income support, Health Insurance, Affordable Housing, Utility Assistance, Employment/Training. English and Spanish.

http://mynjhelps.org

New Jersey Anti-Hunger Coalition- Data base to search for local food pantry or soup kitchen. Apply for SNAP: food stamps. Find nutrition assistance programs.

(201) 569-1804

www.njahc.org

Puerto Rican Action Committee of Southern New Jersey- Addresses the needs of Hispanic and low income community. Intensive case management, Homeless prevention/Rental Assistance program, help with energy and utility bills. (856) 299-5800 para asistencia en Español

www.pracnj.com

NJ Family Care- Health insurance program for uninsured children and certain low-income parents/guardians 1 (800) 701-0710 Multilingual support www.njfamilycare.org

Rutgers against Hunger- provides a list of local food pantries by county, includes location and phone numbers

http://rah.rutgers.edu/get-involved/local-pantries

Gloucester County Website

Listing of all Emergency Food Pantries in the County (856) 384-6900 http://www.co.gloucester.nj.us/depts/s/boardss/emerfp.asp AND Nutrition Program Lunch Sites, several throughout the area (856) 686-8327 http://www.co.gloucester.nj.us/services/n/nutrition.asp

Family Promise of Gloucester County- Provides homeless families with shelter, food, case management and hospitality. Private, non-profit organization, no religious obligations to participants. (856) 243-5971 http://www.familypromisegc.org/

Serv-A-Tray Program- Home-delivery meal program for disabled or homebound individuals over age of 60. Meals delivered Monday through Friday, frozen meals available for the weekends. (856) 686-8325

Glassboro Community Health Center- Offers free or discounted health care with no co-pay, offers dental and medical assistance. To receive more information and aid, you need to become a member of the Health Center. (856) 863-5720

http://www.completecarenj.org/gc-medical&dental.php

Family Support Organization of Gloucester County- Grants to help families pay heating, electric, water bills 3739 N. Delsea Drive Vineland, NJ 08360 (856) 507-9400 ext. 101 http://www.cgsfso.org/



NJ Transit Routes Serving Gloucester County

PNPJnÜää-ÇÉžé Üá=`~é Éji ~ó=serving: Philadelphia, Camden, Pitman, Rowan University, Glassboro, Clayton, Franklinville, Malaga, Vineland, Cumberland Mall, Millville, Woodbine, Cape May Court House, Wildwood, Cape May

PNRhnÜää-ÇÉžé Üá-J ~é Éj ~ó-serving: Philadelphia, Camden, Turnersville, Collings Lake, Mays Landing, Tuckahoe, Sea Isle City, Avalon, Stone Harbor, Cape May Court House, Wildwood, Cape May

(MM=mÜää-ÇÉžé Üá-Jpá^Aâ äÉêî áäÉserving: Philadelphia, Camden, Audubon, Mt. Ephraim, Bellmawr, Runnemede, Deptford Mall, Pennco Tech, Camden County College, Blackwood, Lakeland, Turnersville, Williamstown, Avandale Park & Ride, Sicklerville

These NJ TRANSIT routes provide convenient transfer access to PATCO, SEPTA, Greyhound and the River Line. In addition, you can transfer to buses to Atlantic City at the Walter Rand Transportation Center in Camden, Avandale Park n Ride or the Vineland Transportation Center. NJ Transit Route #553 serving the Vineland Transportation Center also operates many trips to the Cumberland County College.

Municipal Information

CLAYTON: NJ TRANSIT routes 313, 408. Municipal shuttle is open to Clayton residents only. Senior citizens and disabled riders are given priority seating. Bus trips include area malls, Cowtown, Glassboro shopping centers and transportation to Clayton and Franklinville Senior Citizen meetings. Please stop by the Municipal Building for a schedule. Call (856)-881-2882-Ex122;

DEPTFORD TOWNSHIP: NJ TRANSIT routes 400, 401, 402, 408, 410, 412, 455, and 463. Municipal shuttle for senior citizens operates Mondays thru Fridays to super markets and malls. Call: (856) 228-4719:

EAST GREENWICH TOWNSHIP: NJ TRANSIT 401

ELK TOWNSHIP: NJ TRANSIT 410 FRANKLIN TOWNSHIP: NJ TRANSIT 313, 408. Franklin Township municipal shuttle is open to all Franklin residents. Anyone age 16 or under must be accompanied by an adult. The shuttle operates to shopping malls, food markets and recreational activities almost every Tuesday and Thursday. The shuttle operates to the nutrition center Monday thru Friday. Call (856) 694-1952, (856) 694-0559, (856) 697-8851 or (856) 881-0919 the evening before the trip or lunch to ensure seating. Call (856) 694-0221 Ext 10 for any other questions. GLASSBORO: NJ TRANSIT 313, 408, 412. Municipal shuttle operates a fixed route Monday thru Friday from 8:30 am to 3:30 pm. for Glassboro senior citizens and disabled. Registration is required. Bring proof of age/disability to Park and Recreation office at South Delsea Park to obtain pass and schedule information. Bus trips to

area malls for Glassboro adults only are also operated occasionally. For information call (856) 881-1515. **GREENWICH TOWNSHIP: NJ TRANSIT 402**

HARRISON TOWNSHIP: NJ TRANSIT 410, Harrison Township municipal shuttle provides shopping and recreational trips for 55+ active adult residents of Harrison Township. Call (856)-478-0824; and click on 55+Active Adults. LOGAN TOWNSHIP: NJ TRANSIT 402. Senior citizen municipal route operates shopping and recreational trips for Logan Township senior citizen residents. Call (856)-467-3424 Ext. 9 for senior citizen bus schedule.

MANTUA TOWNSHIP: NJ TRANSIT 410, 412. Senior citizen municipal route operates to the Gloucester County College lunch program Monday thru Thursday. Call (856)-468-1500 Ext 4;

MONROE TOWNSHIP: NJ TRANSIT 315, 400, 463. Municipal senior citizen route operates Monday thru Friday to the Nutrition Program at the Pfeiffer Center, to local and regional shopping. Wednesday day trips are operated occasionally. Call (856)-728-9840.

NATIONAL PARK: NJ TRANSIT 455

NEWFIELD: NJ TRANSIT 408 PAULSBORO: NJ TRANSIT 402, 455. Municipal route operates Tuesdays to Shop Rite in Gibbstown and to the City of Woodbury. The shuttle operates to area malls on Wednesdays; the Moorestown Mall on the first Wednesday, Cherry Hill Mall the second Wednesday, Voorhees Center the third Wednesday and Deptford Mall the fourth Wednesday. Call (856)-423-1500. PITMAN: NJ TRANSIT 313, 408, 412. Municipal senior citizen route operates Monday thru Thursday to Glassboro shopping centers and to Nutrition Center at Gloucester County College. Special trip to mall on third Friday of each month. Other trips scheduled occasionally. Call (856) 582-4766.

SOUTH HARRISON TOWNSHIP: No transit operates within this township.

SWEDESBORO: NJ TRANSIT 401

WASHINGTON TOWNSHIP: NJ TRANSIT 315, 400, 403, 408, 412, 463. Municipal shuttle bus services are available to Senior Citizens aged 55 and over, as well as Disabled Township Residents who can maneuver on their own. The route operates to the Senior Center and to various shopping centers within the Township on Mondays, Tuesdays, Thursdays and Fridays. To make a reservation for these days please call (856) 589-3227 from 8:00a.m. -8:15 a.m. daily. Mall trips are scheduled every Wednesday. Medical trips for doctor appointments or testing within Gloucester and Camden Counties are available Monday through Friday from 8:30 a.m.-3:00 p.m. To schedule these trips call the Senior Center at (856)-256-0707. Medical or testing appointments require three (3) days notice prior to the appointment. Township

WENONAH: NJ TRANSIT 412

WEST DEPTFORD: NJ TRANSIT 401, 402, 410, 412, 455. Municipal route is open to all residents (the Township reserves the right to refuse shuttle services to non-residents if room is not available) operates Mondays thru Fridays throughout the Township, to the nutrition center and to Woodbury. Wednesday is

NJ TRANSIT REDUCED BUS FARE PROGRAM

Senior Citizens (62 and older) and passengers with disabilities can travel on-board NJ TRANSIT trains, buses and light rail vehicles at a reduced fare of one-half the regular fare or lower. Senior Citizens (62 and older) may be asked to present a valid ID (any ID or document printed with your date of birth and issued by a government, social service, or mass transportation agency) to obtain the reduced fare. Valid ID for seniors (65 and older) also includes the MTA Reduced Fare Card, PA Senior Citizen Transit ID or PACE Card, PATH Senior Fare Card or Medicare Card.

You do not have to be a New Jersey resident to be eligible.

Senior Citizens and people with disabilities who do not have a Medicare card may obtain a Reduced ID/Card by applying to NJ Transit. Call 1(973) 378-6401 for more information.

All military personnel and their dependents will be permitted to purchase transportation at the senior citizen/passenger with disabilities reduced fare rate upon showing their military or military dependent ID card. The following military personnel are entitled to this fare: Active Duty, Reserve, National Guard or Retired for Army, Navy, Air Force, Marines or Coast Guard.

Eligible passengers may ride at the reduced rate on NJ TRANSIT bus, rail or light rail at all times without restriction upon presentation of authorized identification.

Children ages 5 through 11 save 50% or more off regular one-way fares at all times. Up to three children, ages 4 and under, ride free with a passenger paying any valid fare.

Family Supersaver Fares are available on trains, buses and light rail vehicles during weekends and holidays from 7pm Friday (or the day before a holiday) until 6am Monday (or the day after a holiday). Two children ages 5 through 11 may travel free with a passenger paying any valid fare.

NJ TRANSIT Monthly Interstate and Intrastate passes can save you time and money. For one discounted monthly price you can travel an unlimited number of times within the zone range indicated on your pass

Discounted Ten-Trip Tickets are available for intrastate travel in zones 3 through 23 and interstate travel in zones 2 through 21. They are valid for 20 days from date of sale. They are not available on board the bus.

Monthly passes and ten-trip tickets may be purchased at NJ TRANSIT ticket agencies or terminals or through NJ TRANSIT Mail Fare. Call 1(800) 648-0215 for additional information.

Transfers are available for use by one-way full fare-paying passengers whose complete trip must be made using two buses (within New Jersey only). They must be purchased at the time of boarding the first bus. Pay the regular fare to the transfer point, plus the transfer charge. Transfers are accepted for a one-zone ride on the connecting bus. Riders going beyond one zone must pay additional zone charges. Transfers are valid for two hours after issued.

Location: Budd Boulevard Complex, Woodbury, NJ 08096 Hours: 8:30 am - 4:00 pm, Monday through Friday Scheduling 8:30 am to 4:00 pm Dispatch 6:30 am to 4:30 pm General Information:call 686-8355 To Schedule a Ride: call 686-8350 (at least 3 business days in advance) To Confirm your ride: call 686-8359 (1 business day in advance) Fax: 686-8361

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The Gloucester County Division of Transportation Services Ea q p) provides farefree, non-emergency, curb to curb services to senior citizens, people with disabilities, veterans and low income residents of Gloucester County on an advance reservation and/or subscription basis. Service is provided to all areas of Gloucester County, with limited service to Camden, Cumberland and Salem Counties and portions of Philadelphia

a q p also operates the following shuttle service:

j çå Ç-ó: Mullica Hill, Swedesboro, Kingsway Apts., Bridgeport, Repaupo, Gibbstown, Paulsboro, Homestead@ Harmony, Mickleton (Country Walk), Clarksboro, Mt. Royal, Mantua Kmart, Shop Rite (W. Deptford), Woodbury Court House (by request



QNNHnÜäi-ÇÉžé Üá-Jp~äfä serving Philadelphia, Camden, Gloucester City, Brooklawn, Westville, Woodbury, Mt. Royal, Clarksboro, Mickleton, Swedesboro, Woodstown, Salem

QNDHnÜäi-CÉäe Üá-JmÉå å ëi ääÉserving: Philadelphia, Camden, Gloucester City, Brooklawn, Westville, Woodbury, West Deptford, Mid-Atlantic Corporate Center, Paulsboro, Gibbstown, Pureland, Beckett, Pennsgrove, Pennsville

QMPJmÜää-ÇÉžé Üá-Jqì êå Éčeï ážiÉ serving: Philadelphia, Camden, Collingswood, Audubon, Barrington, Voorhees Town Center(formerly Echelon Mall), Lindenwold PATCO, Clementon, Pine Hill, Gloucester Township, Camden County College, Erial, Turnersville

(MJ=mÜää-ÇÉžé Üá-Jj žiži žižÉserving: Philadelphia, Camden, Gloucester City, Brooklawn, Westville, Deptford, New Sharon, Pitman, Glassboro, Franklinville, Newfield, Vineland, Millville

QNJ=nÜä-CÉž Üá-J= êźÇÖÉçå=serving: Philadelphia, Camden, Gloucester City, Brooklawn, Westville, Woodbury, Mantua, Mullica Hill, Upper Pittsgrove, Upper Deerfield, Bridgeton

QNOmÜái-ÇÉžé Üá-Jd ä-ëëÄçêç EpÉi Éäiserving: Philadelphia, Camden, Gloucester City, Brooklawn, Westville, Woodbury, Mantua, Barnsboro, Pitman, Rowan University, Glassboro, Elsmere, Sewell (Washington Twp.)

(RRHb ñ~Åi € ~êÉ ł å äó F ÜÉêêó € ääij ~ää +m-ì äëÄçêç serving Cherry Hill Mall, Kennedy Memorial Hospital, Kingston Estates, Haddonfield PATCO, Haddon Heights, Barrington, Runnemede, Deptford Mall, Deptford, Woodbury, National Park, Paulsboro

QSPJt ççÇÄì êóJ≏î ~åÇ~äÉm-êâ=C = o áQÉserving: Woodbury, New Sharon, Gloucester County College, Kennedy Memorial Hospital, Turnersville, Williamstown, Avandale Park & Ride.

Transit Information is available at:

NJ Transit: 1 (973) 275-5555 www.njtransit.com PATCO: 1 (800)772-6900 www.ridepatco.org SEPTA: 1 (215) 580 7800 www.septa.org

SEPTA has rail service to Philadelphia International Airport AMTRAK: 1(800)-USA-RAIL www.amtrak.com

www.greyhound.cor Greyhound: 1(800)-231-2222 River Line: 1(800)-331-9791 www.riverline.com

For comprehensive information on all NJTRANSIT bus and rail services, Amtrak, PATCO, SEPTA, ferry services, rental cars and airports throughout the State of New Jersey go to http://www.state.nj.us/travel/transportation.html

Exact Fare-On many bus routes, passengers are required to have exact fare in coins or \$1 bills. Drivers do not carry money and cannot make change. If you are a frequent rider, the ten-trip ticket and monthly pass are good alternatives to using exact change daily.

NJ511 is a free phone and web service that consolidates traffic and transportation information into a one-stop resource for commuters and motorists in the Garden State. NJ511 provides up-to-the-minute traffic conditions and is available seven days a week, 365 days a year. Phone NJ511 or go to NJ511 on the internet.

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NJ TRANSIT operates Access Link for people with disabilities who are unable to use the local fixed route bus. You must apply for eligibility. Your origin and destination must be within ³/₄ mile of a NJ TRANSIT bus route. Access link is a full fare service.= Call 1-800-955-2321 or TT 1-800-955-6765, or: www.njtransit.com and click on accessible services.

Mall Day. Rotates to different malls each Wednesday. Call (856)-845-4004 Ex 137.

WESTVILLE: NJ TRANSIT 401, 402, 408, 410, 412. Municipal route operates for Westville and Brooklawn residents on Monday to Wal-Mart in Deptford and ShopRite in Brooklawn: Wednesdays to Deptford Mall and Pathmark and Thursdays to Kmart in Mantua Call (856)-456-7785. (Click on Public Works then on bus schedule).

WOODBURY: NJ TRANSIT 401, 402, 410, 412, 455, 463. Senior Citizen municipal shuttle operates three round trips throughout the city daily; second Tuesday to Kmart; third Wednesday to Social Services; first and third Thursday to Deptford Mall, second and fourth Thursday to Wal-Mart. Call (856)-853-0892.

WOODBURY HEIGHTS: NJ TRANSIT 410, 412, 463, Municipal route for Woodbury Heights senior citizens and disabled operates Tuesdays to ShopRite and Thursdays to Deptford Mall. Call (856)-848-2832 Ex 68.

WOOLWICH TOWNSHIP: NJ TRANSIT 401

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Free shuttle service between Westville, Woodbury and Pureland Industrial Park (second and third shifts also serve Paulsboro and Gibbstown) provided by the Gloucester County Board of Chosen Freeholder with Job Access and Reverse Commute (JARC) Federal funding. The service is operated by the South Jersey Transportation Authority. $m\ddot{E} \sim \ddot{e}\dot{E} = \dot{A} - \ddot{a}\ddot{a} = ic = \ddot{a} \sim \hat{a}\dot{E} =$ êÉĕÉêî ~íáç å ë∓ å Ç+Ñç ê € áÅâ Ji é = äç Å-íáç å ë (856)-614-1072 between 8:30 AM and 5:00 PM. After hours call (609)-820-4926.

Prepared by: Gloucester County Public Works Department Planning Division: T. Ziegler Date: 4/7/2009

The preparation of this document was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States Department of Transportation, Federal Transportation Administration. The Federal Government and the Delaware Valley Regional Planning Commission assume no responsibility for the contents

The County of Gloucester complies with all state and federal rules and regulations and does not discriminate on the basis of race, religion, color, national or ethnic origin, sexual orientation, age, marital status or disability in admission to, access to, or operations of its programs, services, or activities. In addition, Gloucester County encourages the participation of people with disabilities in its programs and activities and offers special services to all County residents 60 years of age and older. Inquiries regarding compliance may be directed to the Office of Educational and Disability Services at 856-681-6128/New Jersey Relay Service 711 or the EEO office at 856-384-6903.

Underwood Hospital (by request)

qì ÉC-ó: From Mantua, Mt. Royal, Clarksboro, Country Walk, Homestead@ Harmony, Paulsboro, Gibbstown, Bridgeport, Beckett, Swedesboro, Mullica Hill to a different destination each week, i.e., Wal-Mart, Cowtown, Mullica Hill Shopping, Deptford Mall,

t ÉÇåÉËÇ~ó: Homestead @ Harmony, Swedesboro, Kingsway Apts., Mullica Hill, Richwood, Sr. Citizen Center (Glassboro), ShopRite, Double Tree, Collegetown, Social Services Office on Holly Dell Dr.

Ø^cæêáÇ~ó₹ŇÉ~ÅÜ+ā çåíÜ+ÉňÅä ÇåöÜçäÇ~óë: Newfield Sr. Center, Malaga Diner, Franklinville (Firehouse), Clayton, Elk Township Municipal Bldg., Glassboro Sr. Center, Sears Hardware (pick-up at Dollar Land), Collegetown (pick-up at Kmart), Deptford

For general information: 856-686-8355;

http://www.co.gloucester.nj.us/Governi nt/Departments/HumanServices/trans.cfn

It's Time to Use Public Transit F Please send me the following schedu NJ Transit Route#	
DTS Routes	
Name	
Address	
City/State Mail to: Gloucester County Public Works/Planning Division 1200 North Delsea Drive Clayton, NJ 08312	Zip Code
or Fax to: (856) 307-6656	

PLEASE NOTE: This information is subject to change. Please call the operators of the service you plan to use to ensure you have up-to-date schedule and routing information or call the Gloucester County Public Works – Planning Division at (856) 307 6650.





Stephen M. Sweeney - Freeholder Director Robert M. Damminger - Deputy Freeholder Director Joseph A. Brigandi, Jr., Giuseppe (Joe) Chila, Frank J. DiMarco, Jean DuBois, Warren S. Wallace



THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

REQUEST FOR VOUCHER EXTENTION FORM

Under the Section 8 Housing Choice Voucher Program the term of the voucher is 60 days. Program participants and applicants have 60 days to find a suitable unit when they are first issued a voucher, or when they have moved out of assisted unit. If you have not been able to locate a suitable unit within this timeframe, you may request an extension from the Housing Authority. If you wish to receive an extension, you must make the request in writing before the voucher expiration date.

Head of Household:		
Last 4 digits of Social Secu	rity #:	
	(home),	
E-mail Address:		
Are you a program Participa	nt or Applicant?	
Voucher Issuance Date:	Voucher Expiration Date:	
Please state the reasons that	you have not been able to locate a suitable unit wit	hin 60 days:

When the Housing Authority receives your Housing Choice Voucher Extension Request Form, we will evaluate your request. Extensions are not granted automatically. If your request is denied, and you have not submitted an RFTA to the Housing Authority by the expiration of your voucher or your voucher transfer deadline, your participation in the Section 8 Housing Choice Voucher Program will be terminated. If the Housing Authority approves your request, you will receive up to 60 additional days to find suitable housing.

Print Name	Signature	-
Date		
To be Completed by Housin	g Authority:	
Request Approved	New Deadline to submit RFTA:	
Request Denied		
Date:	PHA Signature:	
TENANT PROCESSING • 100 POP N	10YLAN BOULEVARD • DEPTFORD, NJ 08096-1907 • 856/853-1190 FAX: 856/251-6671	



REPRESENTATIVE AUTHORIZATION FORM REQUEST FOR CONSENT TO DISCUSS AND ASSIST ON BEHALF OF APPLICANT AND PARTICIPANT

Iead of Household Name: Last 4 digits of SS#:		_Last 4 digits of SS#:	
I authorize the following person or agency:			
Name:	<i>1y agency represent</i>	ative is authorized)	
Relationship to Head of Household:		Phone:	
Agency (if applicable):			
Street Address:			
City:	State:	Zip Code:	

To (Head of Household must initial all that apply):

Receive all correspondence from the Housing Authority (in addition to having it sent to me.) I am responsible for notifying the Housing Authority in writing of changes to the Authorized Person's address.

_____ Discuss any matters relating to me with Housing Authority staff. The Housing Authority is authorized to share any information they may have about me or my status in the Housing program with the Authorized Person.

State Reason for Request:

It is my responsibility to communicate with the Authorized Person or Agency about information submitted to or otherwise, shared with the Housing Authority on my behalf. I (the head of household) understand that this agreement does not release me from my responsibility to comply with all program requirements. Nothing in this agreement prevents me (the head of household) from acting on my own behalf. I understand that I may call the Housing Authority directly and respond directly to correspondence. This agreement will not expire unless I notify the Housing Authority in writing that I would like to cancel it. This agreement is not effective unless the Housing Authority approves it by signing below.

Head of Household's Signature	Date
Authorized Person	Date
Housing Authority Authorization	 Date



Housing Authority Authorization Date TENANT PROCESSING • 100 POP MOYLAN BOULEVARD • DEPTFORD, NJ 08096-1907 • 856/853-1190 FAX: 856/251-6671



AUTHORIZATION FORM REQUEST FOR CONSENT TO RELEASE INFORMATION TO PROSPECTIVE LANDLORDS

Head of Household Name:
Last 4 digits of SS#:
Telephone Number:
Cell Number:
Email Address:
I authorize the Housing Authority of Gloucester County to release my: Check all that apply
Name
Telephone number
Cell phone number
Email Address

To prospective landlord/owners seeking tenant referrals for participants in the Section 8 Housing Choice Voucher Program.

Note: Tenant screening and selection are the responsibility of the owner. Housing Authorities are required to give the owner the following information: • Current and prior address of the prospective housing choice voucher tenant, as recorded by the PHA; and • Name and address, if known to the PHA, of the prospective tenant's current and prior landlord.

Name:

Head of Household's Signature

Date





THE HOUSING AUTHORITY OF GLOUCESTER COUNTY

REQUEST TO REMOVE MEMBERS FORM THE HOUSEHOLD

PLEASE COMPLETE THE FOLLOWING FORM TO REMOVE ONE OR MORE MEMBERS FROM YOUR HOUSEHOLD. YOU ARE REQUIRED TO SUBMIT THIS FORM TO THE HOUSING AUTHORITY WITHIN 14 CALENDAR DAYS OF THE DATE OF THE MOVE OUT.

Name of Head of Household: Address: _____ Phone Number:

MEMBERS TO BE REMOVED

List all persons who you would like to remove from your household.

Last 4 Digits of Social Security:

Date of Move out:

Address where the removed household member is moving (or has moved):

Proof of residency where the removed household member is moving (or has moved) must be attached. The Authority requires at least two of the following documents for proof of residency

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

By signing this form, I certify that the above information is true, correct, and complete and will be relied upon for purposes of determining my level of assistance in a federal housing program. Any misstatement or false statement may result in denial / loss of assistance. In addition, I understand that any misrepresentation in my statements may be considered to be fraud and I may be required to repay all assistance overpaid on behalf of my family.

Print Head of Household Name

Date:

Signature





INCOME CHANGE FORM

Housing Authority program participants are required to report all changes in household income within 14 days of the change. Please use this form to report any INCOME CHANGES for current household members. **Please provide documentation of the changes you are reporting**. Please keep copies of all documents provided for your own records.

Head of Household:	
Last 4 digits of Social Security #:	
Address:	
Phone No:	
E-mail Address:	

Please complete a separate copy of this form for every household member who has a change in income. Also, provide current documentation to verify the change you are reporting. Failure to provide current documentation will delay the processing of your request.

Type of Income Change – *check all applicable*

Decrease in Income	Increase in Income
Less money/hours at existing job	More money/hours at existing job
Lost job/laid off	New Job (provide information below)
Lost/decrease public assistance/benefit	New/increased public assistance/benefit
Other (explain)	Other (explain)

Amount of Increase or Decrease: \$	Hourly/Weekly	Hourly/Weekly/Monthly/Annually/Other:	
Effective Date of Income Change (month / day / year):			
Duration of Income Change:	Ongoing/Indefinite:	Income change will end on:	
Name / Address / Phone Number where Information can be Verified:			

PLEASE PROVIDE ANY ADDITIONAL INFORMATION REGARDING YOUR REPORTED CHANGE

Due to the volume of changes reported, it may take a long time to process your change. Once all information has been received and verified, the Housing Authority will determine whether or not your housing assistance will change. In some cases, increases or decreases may be retroactive due to a delay in reporting or processing. You will be notified in writing regarding the details of the results of your Interim Examination as soon as it has been completed. If you have an increase in household income, expect to pay an increase that is approximately 30% of your increased income. I do hereby swear and attest that all of the listed information is true, complete, correct and that there have been no other changes to my family composition or income.

Date:





REASONABLE ACCOMMODATION VERIFICATION FORM

THIS SECTION IS TO BE COMPLETED BY THE HOUSING AUTHORITY OF GLOUCSTER COUNTY

- (1) Name of person requiring accommodation/modification:
- (2) Description of accommodation/modification being requested:

THIS SECTION IS TO BE COMPLETED BY A QUALIFIED INDIVIDUAL*:

*A Qualified Individual can be a doctor or other medical professional, a peer support group, a nonmedical 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.

Under federal and state law, an individual is disabled if he/she has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (See the Americans with Disabilities Act). Major life activities include walking, seeing, hearing, speaking, breathing, thinking, communicating, learning, performing manual tasks, and caring for oneself. Impairments also include such diseases and conditions as orthopedic; visual; speech and hearing impairments; Cerebral Palsy; autism; seizure disorder; Muscular Dystrophy; Multiple Sclerosis; cancer; heart disease; diabetes; HIV; mental retardation, mental and emotional illness; drug addiction; and alcoholism. This definition does not cover any individual who is a drug addict and currently using an illegal drug, or an alcoholic who poses a direct threat to property or safety because of alcohol use.

The individual listed above has identified him or herself as having a disability and has asked for a reasonable accommodation from this agency to meet certain needs dictated by the disability.

- (1) Does this individual have a disability, as defined above? Yes No Unable to determine
- (2) If yes, does this individual, because of this disability, need an accommodation/modification in any rule, polices, practice or service of the Housing Authority to afford him/her the opportunity to access housing, maintain housing, or fully use/enjoy housing? (Necessary indicates necessity as opposed to only a matter of convenience or preference). Yes No Unable to determine
- (3) If yes, please describe the accommodation/modification needed:

I certify that the information above is true and correct.

Signature:	
Date:	
Printed Name:	
Professional Title:	
Name of Clinic, Hospital, etc.:	
Address:	
Phone Number:	
Fax Number:	
E-Mail Address:	