HOUSING AUTHORITY

of GLOUCESTER COUNTY

TENANT PROCESSING CENTER

100 POP MOYLAN BOULEVARD * DEPTFORD, NJ 08096

www.hagc.org

EYDIE BLAIR
INTAKE DEPARTMENT SUPERVISOR

JANICE FREER
SECTION 8 DEPARTMENT SUPERVISOR

KIMBERLY GOBER
SECRETARY-EXECUTIVE DIRECTOR

PHONE: (856) 853-1190 **FAX: (856) 251-6671**

TABLE OF CONTENTS

1. FORMS TO BE SIGNED AND RETURNED AT CLASS
2. TENANT BRIEFING PROGRAM OUTLINE
3. PROPERTY INFORMATION SHEET
4. NON-PARTICIPATING COMMUNITIES IN GLOUCESTER COUNTY
5. INFORMATION TO BE PUT UNDER CONTRACT
    a. LIST OF INSTRUCTIONS
    b. REQUEST FOR TENANCY APPROVAL
    c. PAYMENT STANDARDS
    d. UTILITY ALLOWANCE SHEET
    e. SECTION 8 RENT COMPUTATION WORKSHEET
6. SAMPLE LEASE
7. SAMPLE TENANCY ADDENDUM
8. SAMPLE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT (VAWA) LEASE ADDENDUM
9. VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT (VAWA) DEFINITION
10. AMERICANS WITH DISABILITIES ACT (ADA) DEFINITION
11. AMERICANS WITH DISABILITIES ACT (ADA) GRIEVANCE
12. INFORMATION ON PROHIBITED LEASE PROVISIONS
13. SAMPLE MEMORANDUM OF UNDERSTANDING
14. "ONE STRIKE AND YOU'RE OUT" POLICY
15. INFORMATION ON CONDUCTING INFORMAL HEARINGS
16. BUDGET SHEET
17. INFORMATION ON PORTABILITY / HOW PORTABILITY WORKS
18. OTHER INFORMATION

HOUSING AUTHORITY OF GLOUCESTER COUNTY EMPLOYEE LIST

TENANT PROCESSING CENTER

PHONE (856) 853-1190 – FAX (856) 251-6671

INTAKE DEPARTMENT

EYDIE BLAIR	INTAKE DEPARTMENT SUPERVISOR/ PORTABILITY COORDINATOR	X203
LETITIA EVERLY	SENIOR HOUSING SPECIALIST/ HOME PROGRAM	X207
JAMES BUNDY	TENANT INTERVIEWER-INVESTIGATOR	X206
MARGIE MYERS	DATA ENTRY/ WAIT LIST INFORMATION	X212
CHRYSTAL TRAVIS	RECEPTIONIST	X201

SECTION-8 DEPARTMENT

JANICE FREER	SECTION 8 DEPARTMENT SUPERVISOR	X209
NANCY MOTSON	PAYMENT & INSPECTIONS COORDINATOR	X211
JON CAMA	SECTION 8 INSPECTOR	X238
TAWANA LAW	TENANT INTERVIEWER-INVESTIGATOR	X213
MORGAN COX	TENANT INTERVIEWER-INVESTIGATOR	X205
PAMELA ROBERTS	TENANT INTERVIEWER-INVESTIGATOR	X227
JILL KAMINSKI	TENANT INTERVIEWER-INVESTIGATOR	X208
KATHERINE ROSARIO	TENANT INTERVIEWER-INVESTIGATOR	X223
HEATHER FAULKNER	FAMILY SELF-SUFFICIENCY COORDINATOR, HOME OWNERSHIP, MOD-REHAB, VETERANS: VASH & CAMP SALUTE PROGRAMS	X228

TB EMPLOYEE LIST

TENANT BRIEFING PROGRAM

I certify that I have participated in the Tenant Briefing Program held at the Housing Authority of Gloucester County. I have received help with my housing search and have been told what I must do to get the Housing Authority of Gloucester County to approve my housing and pay rental assistance. The rules and regulations for keeping my rental assistance have been explained to me, and I know I can lose my rental assistance if I violate the rules. I have received a Housing Choice Voucher or Statement of Family Responsibility for the Moderate Rehabilitation Program. I know that I can call the Housing Authority of Gloucester County at 853-1190 if I have any questions about housing.

Name _____

_____

Date _____

HOUSING AUTHORITY OF GLOUCESTER COUNTY
100 POP MOYLAN BOULEVARD
DEPTFORD, NEW JERSEY 08096
PHONE: (856) 853-1190

GROUNDS FOR TERMINATION OF ASSISTANCE

DEAR PARTICIPANT:

This form serves as a reminder that the following grounds for termination are in addition to any other grounds previously provided to you.

1. If you move and do not notify the Authority of a change of address/phone number, IN WRITING, within seven (7) days of such change.
2. If you do not arrive at the scheduled date and time for appointments or no one is home for a scheduled HQS inspection. 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.
3. If you do not provide the required documentation necessary to complete your annual or interim reevaluation within ten (10) days of such request.
4. If you do not notify the Authority, IN WRITING, of any changes in income and /or family composition within ten (10) days of such change. Additionally, you must have written approval from your landlord and the Housing Authority to add additional occupants to the unit.
5. If you do not pay utility bills promptly.
6. If you do not obtain appliances necessary to meet Housing Quality Standards, as established by H.U.D. that the owner is not required to supply under the lease.
7. If you or a guest damages the unit beyond ordinary wear and tear.
8. If you violate the attached "One Strike and You're Out Policy".
9. If you violate any provision of the Statement of Family Responsibility and / or your Lease.

_____ _____

Participant's Name/Date Participant's Name/Date

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

HOUSING AUTHORITY OF GLOUCESTER COUNTY
100 POP MOYLAN BOULEVARD
DEPTFORD, NEW JERSEY 08096
PHONE: (856) 853-1190

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9. If you violate any provision of the Statement of Family Responsibility and / or your Lease.

_____ _____

Participant's Name/Date Participant's Name/Date

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

HOUSING AUTHORITY OF GLOUCESTER COUNTY

REVISED TENANT BRIEFING PROGRAM

You have been invited to the Tenant Briefing Program for several reasons:

1. To assist you with your housing search so that you find affordable and decent housing.
2. To explain the policies and the rules and regulations of the various housing programs and answer your questions about the Housing Authority of Gloucester County.
3. Finally, to address some other issues related to housing, such as lead poisoning and family budgeting.

We undertake this briefing in a spirit of concern with a desire to help, and look for cooperation, commitment and honesty from you.

Thank you for attending.

KIMBERLY GOBER
Executive Director

EYDIE BLAIR
Supervisor - Intake Department

I. HOW TO FIND, SECURE AND KEEP YOUR HOUSING

A. How to Find Housing

1. Think about where you want to live based on your needs:

   o Family o Employment o Transportation o Shopping
   o Medical o School o Childcare

2. Think about what type of housing you need - wide choices of eligible housing:

   o Single-Family Homes o Barrier-Free Access Units o Row Homes
   o Duplexes o Complexes o Condos

3. Be a smart housing shopper - Read "A Good Place to Live" before you begin looking at apartments.

4. Check out the utilities - See Utility Schedule

5. Leads: o HAGC o Newspapers o Realtors o Internet
   o Walking your Favorite Neighborhoods o SocialServe.com
   o Networking with Family and Friends

6. Collection Information:

   o Landlord's Name & Telephone Number
   o Types of Utilities o Amount of Rent (See Property Information Sheet)

7. Be organized. Write everything in one notebook.

8. Nonparticipating communities - Call about complexes.

B. How to Secure Housing

1. Be Positive, get your foot in the door.
2. Appearance is important; offer landlord references and home visit.
3. Keep Appointments and complete applications; act fast on all leads.
4. How to get your rental assistance paid. See Request for Lease Approval.
   a. Negotiate rent and security deposit with help of H.A.G.C.

b. Call for inspection of dwelling and be sure reinspection is done. Dwelling must pass inspection before H.A.G.C. will pay rental assistance.

c. Encourage landlord to obtain Certificate of Occupancy.

d. Sign Lease Papers.

5. Pay security deposit and tenant's share of first month's rent to landlord.

6. Arrange to have utilities turned on in your name.

C. How to Keep Your Housing

1. Know your lease terms and follow them. See Lease and Lease Addendum.

2. Pay your rent on time. Keep all rent receipts.

3. Pay your utilities on time. Keep utility bills.

4. Maintain and keep a clean house.

5. Get along with neighbors - keep your private business private.

6. Protect the property -

   o Buy renters insurance to protect your belongings.

7. Report maintenance problems to landlord.

8. Don't move anyone not on lease in with you.

9. Don't get involved in criminal activities.

10. Keep yearly appointments with H.A.G.C. and have documents ready. Ask questions.

11. Always report:

    a. Changes in Household

    b. Changes in Income

FAILURE TO REPORT IS FRAUD FOR WHICH THERE ARE SEVERE PENALTIES

12. Cooperate with inspectors. They help you.

13. Moving Out:

    a. Give thirty (30) days notice in writing to landlord and H.A.G.C.

    b. Return keys to landlord after cleaning apartment thoroughly.

    c. Damages and unpaid rent must be paid to H.A.G.C. before you can receive rental assistance again.

II. FAMILY SELF SUFFICIENCY

A. Do you want to grow old on the program OR outgrow the program?

1. Plan your future - See Family Self-Sufficiency Analysis. Ask us if there are services you need.

2. Plan for your children's future:
   o HeadStart o Schools o Sports o Lessons
   o Boy/Girl Scouts o Church o YMCA

B. Get the help you need - See "What You Should Know About Getting a Job"

1. GED, Other Schooling
2. WFNJ, JPTA, Vocational Schools
3. Transportation, children and child support, medical insurance and other employment benefits

III. HOUSING QUALITY STANDARDS

A. Each unit must pass inspection. Look for decent, safe and sanitary housing.

B. Interior Requirements

o Living room, kitchen, bathroom, bedrooms - one for every two people.

C. Exterior Requirements:

1. Outside walls, stairs, railings, porches, windows, screens, doors, locks, gutters, decks

2. Yards, crawl spaces, outbuildings.

D. Plumbing, heating and electrical

E. Health and Safety

1. Smoke detectors - fire exits
2. Space heaters - No kerosene heaters
3. Check out the neighborhood
4. Outside lighting, bushes, parking

IV. LEAD POISONING

A. What is lead poisoning? See "What Everyone Should Know About Lead Poisoning"

B. Why is it important to prevent it?

C. What are the symptoms?

D. Screening and detection

E. Where does it come from?

1. Chipping, peeling paint
2. Old water pipes
3. Pottery and lead crystal - Wash your food
4. Soil
5. Newsprint - Wash your hands

V. FAMILY BUDGETING

A. What is a budget and why is it important?

o See "What You Should Know About Family Budgeting"

B. How to save money for rent -

1. Save on your utilities. Lower the thermostat; turn out the lights; use hot appliances briefly.
2. Pay bills on time.
3. Save on groceries - shop carefully by using coupons, compare prices, buy in bulk.

VI. DRUG ABUSE

A. Abusing drugs can be dangerous - overdoses, dependence, ill health, accidents

B. Other problems - legal, grounds for eviction, expensive, personal problems

C. Remember: ALCOHOL IS A DRUG

D. Help and treatment are available:

o See "What Everyone Should Know About Drug Abuse"

VII. FAIR HOUSING INFORMATION

A. It is illegal to refuse to rent to you because of race, color, religion, sex, national origin or handicap.

B. See "You Have A Right To Live Where You Want To Live", file a housing discrimination complaint, and call H.A.G.C. if you have a problem.

VIII. HOUSING VOUCHER

A. Read your Voucher. Know your obligations.

B. How Total Tenant Payment is computed.

C. Explanation of Payment Standards.

D. Remember you have to pay utilities.

E. How much subsidy you will receive.

F. Reasons for termination of subsidy.

G. You have the right to an informal hearing.

H. Portability

I. You may not receive any other assistance under the Moderate Rehabilitation Program or Section 8 Voucher Program or any other Federal Housing Assistance Program.

J. How to get your Voucher extended -

o Request extension in writing before expiration date.

IX. STATEMENT OF FAMILY RESPONSIBILITY FOR MOD REHAB PROGRAM

A. Read Statement and know your obligations.

B. How Total Tenant Payment is computed.

C. How much subsidy you will receive.

D. Unit is subsidized, not portable.

E. Reasons for termination of subsidy.

F. You have the right to an informal hearing.

G. You may not receive any other assistance under the Moderate Rehabilitation Program or Section 8 Voucher Program or any other Federal Housing Assistance Program.

X. BEFORE YOU LEAVE

A. Do you have questions?

B. Did you receive housing leads? Do you know when to call again and whom to call?

C. Did you receive your Voucher? Do you understand how it works?

D. Do you know how to get an extension?

E. If you already have housing, have you signed all necessary papers?

F. Did you turn in all questionnaires we sent you?

G. Did you sign TBP Participation Statements?

PROPERTY INFORMATION

Landlord's Name _____

Landlord's Phone _____

Address of Apartment or House:

_____

_____

_____

Amount of Rent $____.00

The Number of Bedrooms _____

What kind of Heat _____ gas _____ electric _____ oil

What kind of hot water _____ gas _____ electric _____ oil

What kind of cooking ___ gas or electric

Who pays for each of the above utilities: _____

Who pays for electric lights _____

When is the property ready to move into: __/__/__

Would the landlord consider participating in a rental assistance program with the Gloucester County Housing Authority?

If yes, have the Landlord call (856) 853-1190

WP-HK 2/99,
Updated 12/17/2001

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

PARTICIPATING COMMUNITIES	NON-PARTICIPATING COMMUNITIES
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	

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

www.hagc.org

PARTICIPATING COMPLEXES IN HAGC SERVING AREA:

CLAYTON	
DELSEA VIEW APARTMENTS	856-728-8244
RUSTIC VILLAGE APARTMENTS	856-881-6710
CAMP SALUTE	856-228-8070
DEPTFORD TWP	
CHESTNUT LANE	856-384-9300
CONIFER VILLAGE	856-227-4870
INVERNESS APARTMENTS	856-686-9800
NANCY ELKIS	856-845-4959
TANYARD OAKS	856-464-0099
WOODCREST	856-384-9300
EAST GREENWICH	
ROYAL CRESCENT	856-464-0003
GLASSBORO	
PARK CREST	856-881-1184
HOLLYBUSH GARDENS	856-881-0224
HARRISON TWP	
MULLICA WEST APARTMENTS	856-478-4422
SPRING MILL APARTMENTS	856-478-2520
MANTUA TWP	
ROYAL OAKS APARTMENTS	856-728-0003
ROYAL OAKS PARTNERS	856-464-0099
WHITE OAKS AT MANTUA	856-292-8459
MONROE TWP	
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
MONROE TOWNE I & II	856-728-8244
JUSTIN COMMONS	856-442-6209

PAULSBORO	
CEDAR KNOLL APARTMENTS	856-224-0058
WASHINGTON TWP	
BIRCHES	856-227-7070
COUNTY HOUSE VILLAGE	856-228-5002
MILLSTREAM APARTMENTS	856-228-8070
WASHINGTON WAY APARTMENTS	856-227-5211
WOODMONT TOWNSQUARE	856-227-6811
WESTVILLE	
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
WEST DEPTFORD TWP	
RED BANK RUN APARTMENTS	856-845-9656
WESTWOOD GARDENS	856-845-3059
WESTWOOD COURT	973-622-5030
FOREST CREEK APARTMENTS	856-848-4344
KINGSWICK APARTMENTS	856-848-2276
HEATHER RIDGE APARTMENTS	856-468-4014
HAMPTON CRESCENT (KINGS WOODS)	856-464-0003
WOODBURY	
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
WOOLWICH TWP	
THE OAKS AT WEATHERBY	856-464-0099
EAGLE VIEW TRAIL	856-491-4243

INITIALS AND MOVES

I) HOUSING CHOICE VOUCHER PROGRAM

a. Your Housing Choice Voucher has a term of 60 days.
b. You must put in writing a request for an extension for an additional 60 days, dependent upon funding. This way, upon approval (if funding permits), you will have a total of 120 days to look for housing.
c. You can mail in your written request for an extension or drop off to our receptionist.

II) REQUEST FOR TENANCY APPROVAL

a. Once you have located a unit, have the owner fill out your Request for Tenancy Approval.
b. Go over rent amount, security deposit and utility information with the property owner before returning information to this office.
c. Please review your Request for Tenancy Approval carefully. This information must be as accurate as possible so that the correct information is put in the Contract and Lease.
d. You can mail in your Request for Tenancy Approval or drop off to our receptionist.
e. This information will be forwarded to your processor for review.
f. The information will then be forwarded to the inspector for his/her inspection of the unit.
g. If you need an additional Request for Tenancy Approval form, you must get one from the receptionist or call your processor for it to be mailed to you. Your inspection may be scheduled a lot faster if you come in to pick up your form.

III) VOUCHER SUSPENSION

a. At its discretion, a PHA may adopt a policy to suspend the housing choice voucher term if the family has submitted a request for tenancy approval during the voucher term. "Suspension" means stopping the clock on a family's voucher term when a family submits the request for tenancy approval until the time the PHA approves or denies the request.
b. This suspension of time is also called "tolling". Court decisions in some states have required that PHAs permit tolling. The PHA's policy on suspending housing search time must be included in its administrative plan.

TOLLING EXAMPLE	
Voucher Issued: May 1	Family Submits Request for Tenancy Approval: May 15
Expiration Date: June 29	PHA Denies Unit: May 24
Tolling Time: 9 Days (May 16-24)	
New Voucher Expiration Date: July 8 (June 29 + 9 days)	

IV) LEASE ADDENDUM

a. The owner should forward any Addendum to the Lease at this time for review by the processor. Return to this office with the Request for Tenancy Approval.

Request for Tenancy Approval

Housing Choice Voucher Program

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

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

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

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

1. Name of Public Housing Agency (PHA)	2. Address of Unit (street address, unit #, city, state, zip code)
Housing Authority of Gloucester County	

3. Requested Lease Start Date	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt	8. Date Unit Available for Inspection

9. Structure Type

- ☐ Single Family Detached (one family under one roof)
- ☐ Semi-Detached (duplex, attached on one side)
- ☐ Rowhouse/Townhouse (attached on two sides)
- ☐ Low-rise apartment building (4 stories or fewer)
- ☐ High-rise apartment building (5+ stories)
- ☐ Manufactured Home (mobile home)

10. If this unit is subsidized, indicate type of subsidy:

- ☐ Section 202 ☐ Section 221(d)(3)(BMIR)
- ☐ Tax Credit ☐ HOME
- ☐ Section 236 (insured or uninsured)
- ☐ Section 515 Rural Development
- ☐ Other (Describe Other Subsidy, including any state or local subsidy) _____

11. Utilities and Appliances

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

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

12. Owner's Certifications

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

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

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

c. Check one of the following:

☐ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

☐ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

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

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

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

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

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

HAGC
2020 PAYMENT STANDARDS

	0	1	2	3	4
08012	$913.00	$1,103.00	$1,331.00	$1,652.00	$1,824.00
08014	$913.00	$1,103.00	$1,331.00	$1,652.00	$1,824.00
08020	$913.00	$1,103.00	$1,331.00	$1,652.00	$1,824.00
08027	$913.00	$1,078.00	$1,309.00	$1,628.00	$1,824.00
08028	$930.00	$1,085.00	$1,315.00	$1,640.00	$1,858.00
08032	$913.00	$1,103.00	$1,331.00	$1,652.00	$1,824.00
08051	$927.00	$1,089.00	$1,314.00	$1,638.00	$1,881.00
08056	$913.00	$1,103.00	$1,331.00	$1,652.00	$1,824.00
08061	$913.00	$1,103.00	$1,331.00	$1,652.00	$1,824.00
08062	$918.00	$1,103.00	$1,331.00	$1,652.00	$1,854.00
08063	$891.00	$1,044.00	$1,269.00	$1,584.00	$1,818.00
08066	$810.00	$957.00	$1,155.00	$1,452.00	$1,650.00
08071	$783.00	$918.00	$1,116.00	$1,395.00	$1,593.00
08074	$918.00	$1,103.00	$1,331.00	$1,652.00	$1,854.00
08080	$1,017.00	$1,200.00	$1,450.00	$1,820.00	$2,070.00
08081	$1,010.00	$1,200.00	$1,450.00	$1,820.00	$2,050.00
08085	$1,089.00	$1,269.00	$1,539.00	$1,917.00	$2,205.00
08086	$945.00	$1,103.00	$1,331.00	$1,652.00	$1,827.00
08090	$913.00	$1,103.00	$1,331.00	$1,652.00	$1,824.00
08093	$815.00	$957.00	$1,165.00	$1,452.00	$1,650.00
08094	$945.00	$1,103.00	$1,331.00	$1,652.00	$1,824.00
08096	$965.00	$1,125.00	$1,340.00	$1,665.00	$1,824.00
08097	$1,010.00	$1,200.00	$1,450.00	$1,820.00	$2,050.00
08312	$913.00	$1,103.00	$1,331.00	$1,652.00	$1,824.00
08322	$1,010.00	$1,200.00	$1,450.00	$1,820.00	$2,050.00
08328	$803.00	$957.00	$1,155.00	$1,452.00	$1,650.00
08343	$1,026.00	$1,200.00	$1,450.00	$1,820.00	$2,070.00
08344	$913.00	$1,103.00	$1,331.00	$1,652.00	$1,824.00
08360	$913.00	$1,103.00	$1,331.00	$1,652.00	$1,824.00

Summary
Allowance for Tenant-Furnished Utilities and Other Services

Locality: New Jersey Department of Community Affairs	Average	Date: 10/01/2018

5287 AHDD	Monthly Dollar Allowances							
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. Bottle 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/Townhouse)*								
a. Natural Gas	23	31	42	52	63	73	84	95
b. Electric	36	48	65	81	98	113	130	147
c. Bottle Gas	96	128	174	216	262	305	350	396
d. Oil	70	93	126	158	191	222	255	288
Two-Three Family/Duplex (Semi-Detached)*								
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. Oil	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 Detached)*								
a. Natural Gas	27	34	46	57	68	76	87	99
b. Electric	41	53	71	88	105	117	135	153
c. Bottle Gas	111	142	190	236	281	316	363	410
d. 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. Bottle Gas	127	172	206	259	293	341	392	443
d. Oil	92	125	150	189	213	248	285	322
All 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
All Unit Types-Electricity	33	43	57	71	88	95	109	123
All 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. Oil	15	20	27	33	41	44	51	57
Range (Tenant Owned)	4	4	5	5	5	5	5	5
Refrigerator (Tenant Owned)	4	4	4	5	5	5	5	5
Water	28	36	43	52	58	65		
Sewer	52	52	52	52	52	52		

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*HUD 50058 Unit Type in Parenthesis where Different

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

Locality: New Jersey Department of Community Affairs	Average	Effective 10/01/2018 Expires 09/30/2019

5287 AHDD	Monthly Dollar Allowances					
Unit Type	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
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-Detached)*	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

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*HUD 50058 Unit Type in Parenthesis where Different

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 INCOME

ANNUAL AMOUNT FAMILY MEMBER/SOURCE

_____
_____
_____
_____
_____
_____
_____
_____
TOTAL ANNUAL INCOME

2. ALLOWANCES

UNREIMBURSED MEDICAL COSTS
-MEDICAL COST STANDARD (#1 X3%)
_____
MEDICAL ALLOWANCE
_____
ELDERLY/DISABLED ALLOWANCE
_____
HANDICAPPED ASSISTANCE EXPENSES
_____
DEPENDENT ALLOWANCE
_____
UNREIMBURSED CHILD CARE COST
_____
TOTAL ALLOWANCES

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

_____

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

_____

5. TOTAL 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
c. 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)
k. UTILITY REIMBURSEMENT (g –i)
l. MONTHLY ADJUSTED INCOME (#4)
m. FAMILY SHARE (h)
n. % OF INCOME PAID FOR RENT & UTIL
(m DIVIDED BY l) ***

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

LEASE

THIS LEASE AGREEMENT, made ,

between

residing or located at

in the town of ,

in the County of ,

and State of

herein designated as the Landlord,

AND

residing or located at

in the town of ,

in the County of ,

and State of **New Jersey,**

herein designated as Tenant;

WITNESSETH:

That the Landlord has let unto the Tenant and the Tenant has hired from the Landlord,

Apt No ,

on the ,

floor of the premises known as No,

in the town of

in the **County of Gloucester,**

and **State of New Jersey,**

for the term of **One Year,**

commencing on ,

and ending on ,

at noon, to be used and occupied for no purpose other than as a

strictly private dwelling apartment for the Tenant and members of the Tenant's family, consisting of:

at the yearly rental of **$0.00, DOLLARS**, payable in equal monthly payments of , **DOLLARS,**

on the first day of each and every month in advance during the said term, upon the conditions and covenants following:

FIRST: Further terms and conditions for the payment of rent and other covenants are contained in a certain Addendum to Lease (HUD Form 52517C) which is hereby incorporated into this Lease and made a part hereof.

SECOND: The Tenant and the Landlord shall comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Governments or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said rental unit and the premises, their use and occupancy.

THIRD: That the Tenant shall take good care of the premises and fixtures, make good any damage or breakage caused by the Tenant or the servants or visitors of the Tenant and any damage resulting from the overflow or escape of water, steam or gas due to the negligence of the Tenant or visitors or servants of the Tenant. When the Tenant vacates the premises the Tenant shall quit and surrender them in as good condition as the reasonable use thereof will permit. The Tenant shall not make any alterations, additions or improvements in said premised without the written consent of the Landlord. All alterations, additions or improvements which may be made be either of the parties hereto, except movable furniture put in at the expense of the Tenant, shall become the property of the Landlord and shall remain upon and be surrendered with the premises as a part thereof at the termination of this tenancy without disturbance, molestation or injury. Any damage caused by moving said movable furniture in and out shall be repaired by the Tenant.

FOURTH: That the Tenant shall not expose any sign, advertisement, illumination or projection in or out of the windows or exteriors or from the said building or upon or in any place, except as shall be approved and permitted in writing by the Landlord or the Landlord's authorized agent. The Tenant shall neither keep or maintain nor permit to keep or maintain any dog or other domestic animal in or about said premises without the written consent of the Landlord.

FIFTH: That the Tenant shall not assign this agreement or underlet the premises or any part thereof or make any alterations in the apartment or premises without the Landlord's consent in writing; and will not use the said premises or any part thereof or permit the same to be used for any purpose deemed extra hazardous on account of fire, under penalty of damages and forfeiture of this lease.

SIXTH: That the Tenant shall, in case of fire, give immediate notice thereof to the Landlord who shall thereupon cause the damage to be repaired as soon as may be reasonably convenient. If the premises be so damaged that the Landlord shall decide to rebuild, the accrued rent shall be paid by the Tenant up to the time of the fire, the term shall then cease and the Tenant shall immediately surrender the premises and all interest therein to the Landlord.

SEVENTH: That the Tenant shall permit the Landlord or the Landlord's agents or representatives to exhibit the premises to prospective tenants daily at reasonable hours during the three months immediately preceding the date when the Tenant vacates the premises. In the event of the Tenant's absence during said period, the Tenant agrees to arrange to have the apartment accessible for exhibiting. The Tenant agrees not to interfere with the Landlord's renting to a new tenant. The Landlord or the Landlord's agents shall also be permitted at any time during the term to visit and examine the premises at reasonable hours of the day and workmen may enter any time, when authorized by the Landlord or the Landlord's agents, to make or facilitate repairs in any part of the apartment or the building.

EIGHTH: That the Landlord is in no event liable for any loss of or damage to the property of the Tenant or the Tenant's family, servants or visitors, howsoever such damage or loss may arise and whether such property be contained in the demised premises, in the storage room, in any other portion of the building or any place appurtenant thereto, except if directly resulting from the negligence of the Landlord or the Landlord's agents or from an act of omission of any duty imposed upon the Landlord by this lease or by law.

NINTH: That in the event of any default or breach of any of the terms hereof on the part of the Tenant or should the premises become vacant, the Landlord may terminate this lease in the manner prescribed by New Jersey statute and paragraph 'E' of the Addendum attached hereto, including but not limited to the right of the Landlord to re-enter by means of summary proceedings or any other method prescribed by law; and resume possession and re-let the premises.

TENTH: That the Landlord acknowledges the receipt of the sum of , Dollars from the Tenant to be retained by the Landlord as security for the performance by the Tenant of each term, covenant and condition of this lease on the part of the Tenant to be performed. The Landlord agrees to return the security to the Tenant no later than 30 days after the date of the termination of this lease or after the termination date of any extension of the term hereof, provided the Tenant has fully complied with all the terms, covenants and conditions herein contained. If this tenancy is subject to the provisions of N.J.S. 46:8-19 et seq. (Rent Security Law) then the security deposited hereunder shall be deposited in an interest-bearing account as prescribed by said law in a banking institution or savings and loan association in New Jersey, insured by an agency of the Federal Government; and the Landlord shall notify the Tenant, in writing, of the name and address of the bank or savings and loan association and the account number. The savings account shall be maintained and administered in accordance with the provisions of said law.

ELEVENTH: That in the event of a sale, transfer or assignment of title to the property or of this lease by the Landlord, the Landlord may transfer the security deposited hereunder to the grantee, transferee or assignee, for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of the security; provided that written notice of the sale, transfer or assignment shall be given to the Tenant by registered or certified mail. The notice shall contain the name and address of the new owner, transferee or assignee.

TWELFTH: That if, at the termination of this lease, the Landlord intends to propose reasonable changes of substance in the terms and conditions hereof, including specifically any change in the term in the tenancy, notice of such proposed changes shall be given to the Tenant and local Housing Authority not less than 60 days prior to the expiration of the term of this lease. Upon receipt of such notice, but within not less than 30 days prior to the expiration or anniversary date of the term of this lease the Tenant shall notify the Landlord in writing, of the Tenant's acceptance of such proposed changes or of the Tenant's intention to vacate the premises at the end of the term. The notice shall be given by registered or certified mail, return receipt requested.

THIRTEENTH: That the failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

FOURTEENTH: That the Landlord covenants that the Tenant, upon paying the rent and performing all the terms and conditions aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid. The terms, conditions, covenants and provisions of this lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect. The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statues or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statues or regulations were set forth herein at length.

In reference herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

To refrain from drug-related or criminal activity on or off the premises, not just on or near the premises pursuant to the Authority's "One Strike and You're Out" Policy. Criminal activity of any sort is grounds for termination of assistance regardless of whether the criminal activity resulted in an arrest or criminal conviction. Prohibited activity shall also include, but not limited to, burglary, larceny, robbery, murder, battery, assault, vandalism, arson, malicious mischief, nuisance, loitering, prostitution, excessive noise, fighting and harassment.

To refrain from alcohol abuse that the Authority determines interferes with the health, safety or right to peaceful enjoyment of the premises by other residents pursuant to the Authority's "One Strike and You're Out" Policy.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by the proper corporate officers and their proper corporate seal to be hereto affixed the day and year first above written.

SIGNED, SEALED AND DELIVERED IN
THE PRESENCE OF OR ATTESTED BY:

_____
SIGNATURE

_____
OWNER/AGENT

_____
TENANT SIGNATURE

_____
TENANT SIGNATURE

_____
TENANT SIGNATURE

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

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

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

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

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

1. Section 8 Voucher Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.

b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

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

5. Family Payment to Owner

a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.

b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. **Maintenance**

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. **Utilities and appliances**

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

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

c. **Family damage**. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. **Housing services**. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. **Requirements**. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds**. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c. **Criminal activity or alcohol abuse**

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. **Other good cause for termination of tenancy**

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

(a) The tenant's failure to accept the owner's offer of a new lease or revision;

(b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

(c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

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

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections**: Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

d. **Definition:** As used in this Section, the terms "actual and imminent threat," "affiliated individual", "bifurcate", "dating violence," "domestic violence," "sexual assault," and "stalking" are defined in HUD's regulations at 24 CFR part 5, subpart L. The terms "Household" and "Other Person Under the Tenant's Control" are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the "Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant's Household or any guest or Other Person Under the Tenant's Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other "good cause" for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant's Household. 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an "actual and imminent threat" to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: "Actual and imminent threat" refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

j. **Emergency Transfer**: A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA's emergency transfer plan. 24 CFR 5.2005(e). The PHA's emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant's dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

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

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

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

(1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;

(2) Establish eligibility under another covered housing program; or

(3) Find alternative housing.

l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

(1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and

(2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

n. **Confidentiality.**

(1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.

(2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.

(3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

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

11. Owner notice of grounds

a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

12. Lease: Relation to HAP Contract

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

13. PHA Termination of Assistance

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

14. Family Move Out

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

15. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

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

16. Prohibition of Discrimination

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

17. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

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

18. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

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

20. Definitions

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

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.







Protect Your Family From Lead in Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

June 2017

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 lead-based 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 state-approved 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.

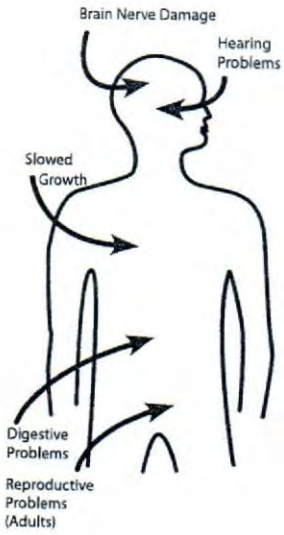
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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, federally-owned 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 ($\mu g/ft^2$) 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 lead-based 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 state-approved 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 lead-contaminated 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 state-certified 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 $\mu g/ft^2$ for interior windows sills
- 400 $\mu g/ft^2$ 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.*

Other Sources of Lead

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.

For More Information

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 lead-based 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).

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

A Good Place to Live!

Item#2426

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?

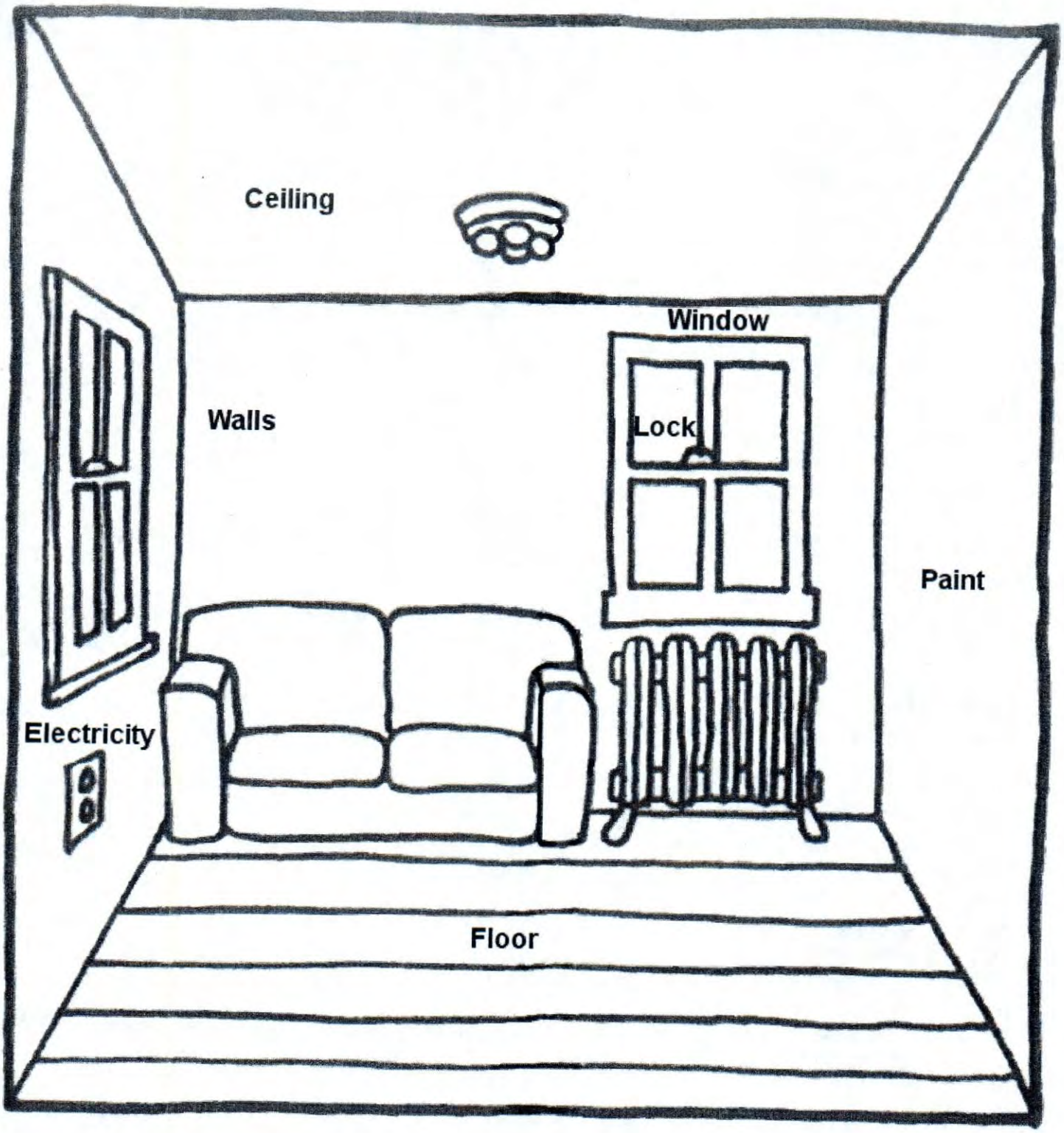
- The condition of the windows.
  -- Are there small cracks in the panes?

- 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?


Ceiling
Window
Walls
Lock
Paint
Electricity
Floor

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.

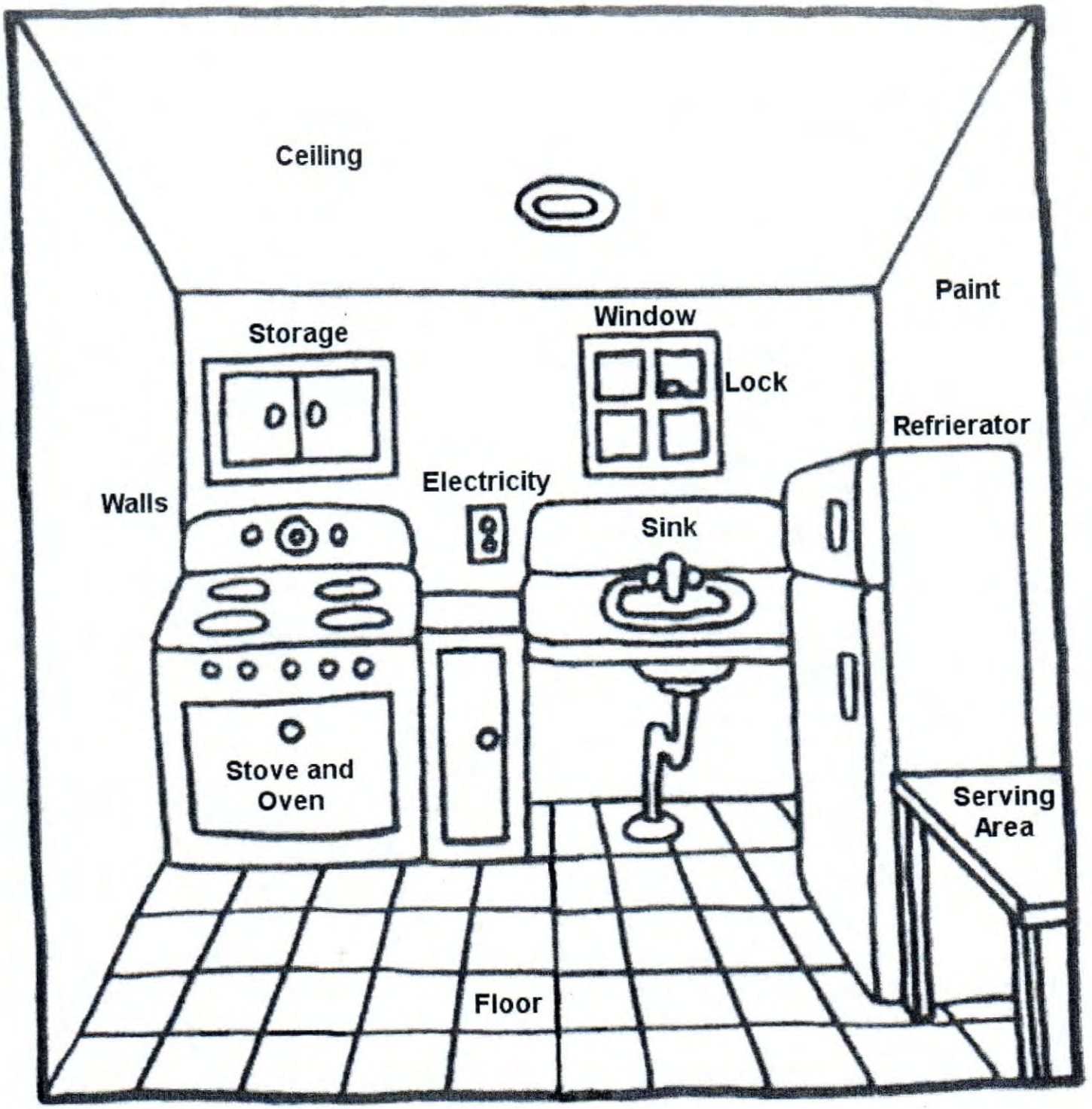
Refrigerator
A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

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.


Ceiling
Paint
Storage
Window
Lock
Refrierator
Electricity
Walls
Sink
Stove and
Oven
Serving
Area
Floor

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.

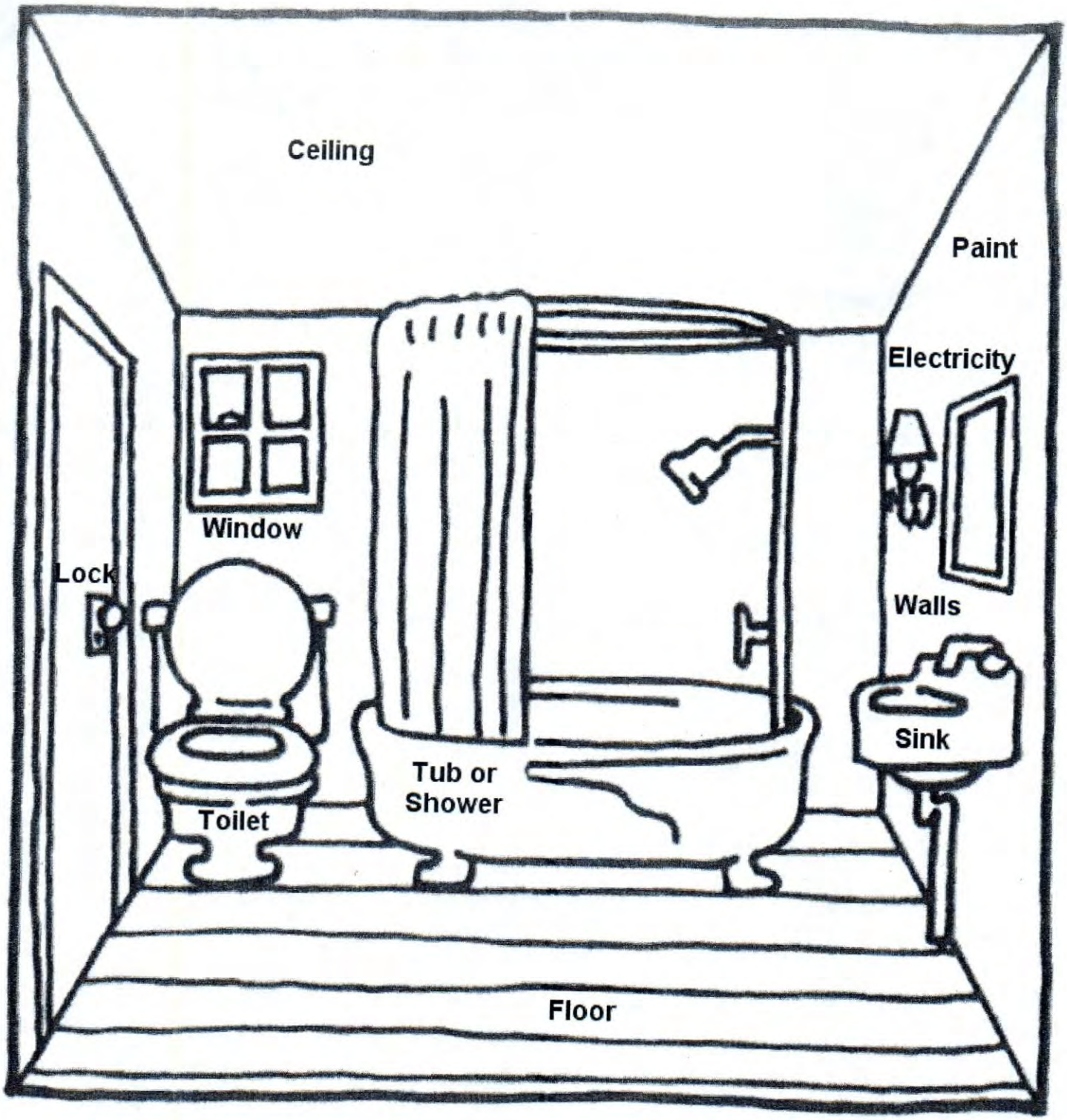
- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

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.


Ceiling
Paint
Electricity
Window
Lock
Walls
Sink
Tub or
Shower
Toilet
Floor

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?

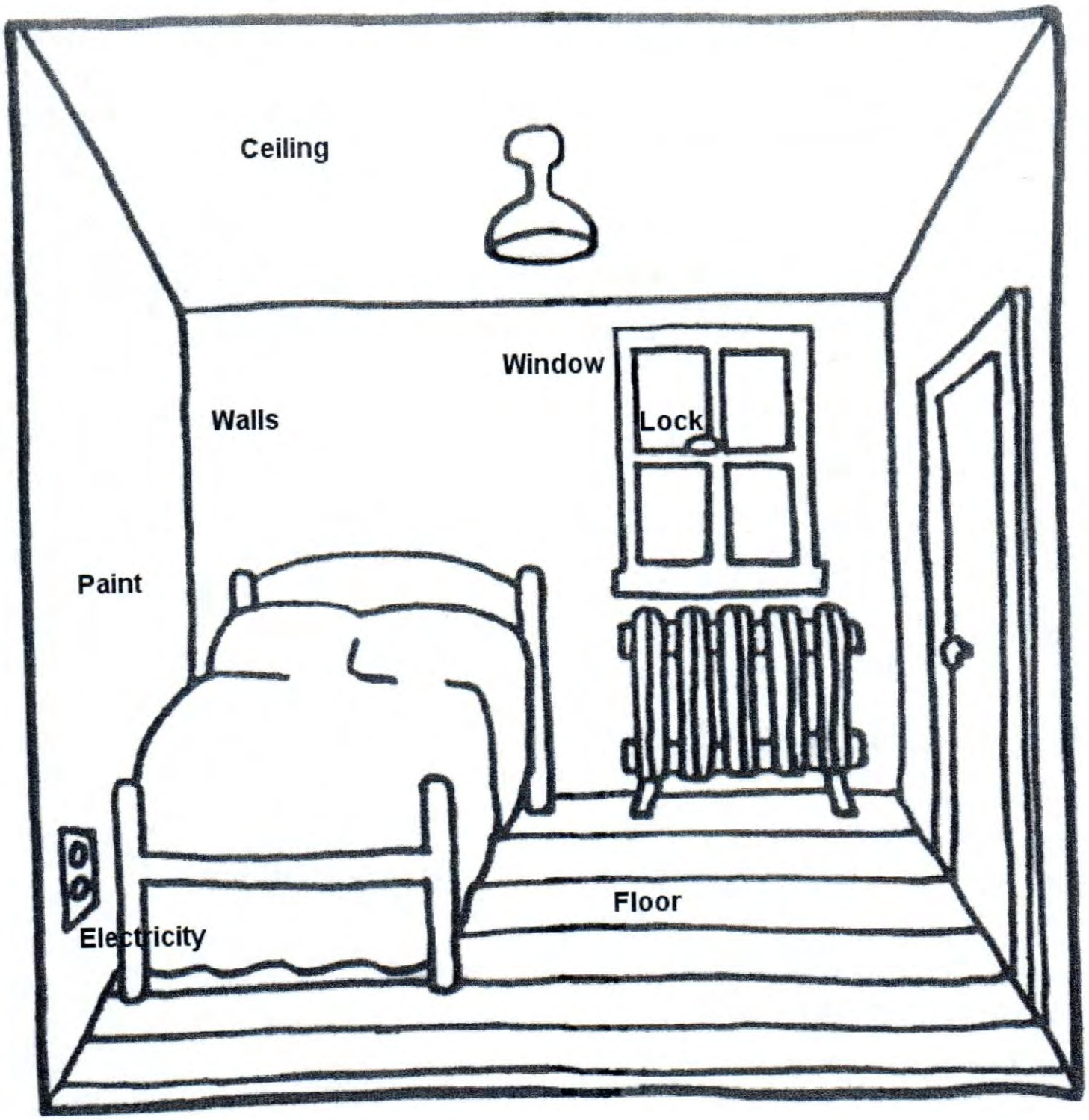
- The condition of the windows.
  -- Are there small cracks in the panes?

- 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?


Ceiling
Window
Walls
Lock
Paint
Floor
Electricity

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.

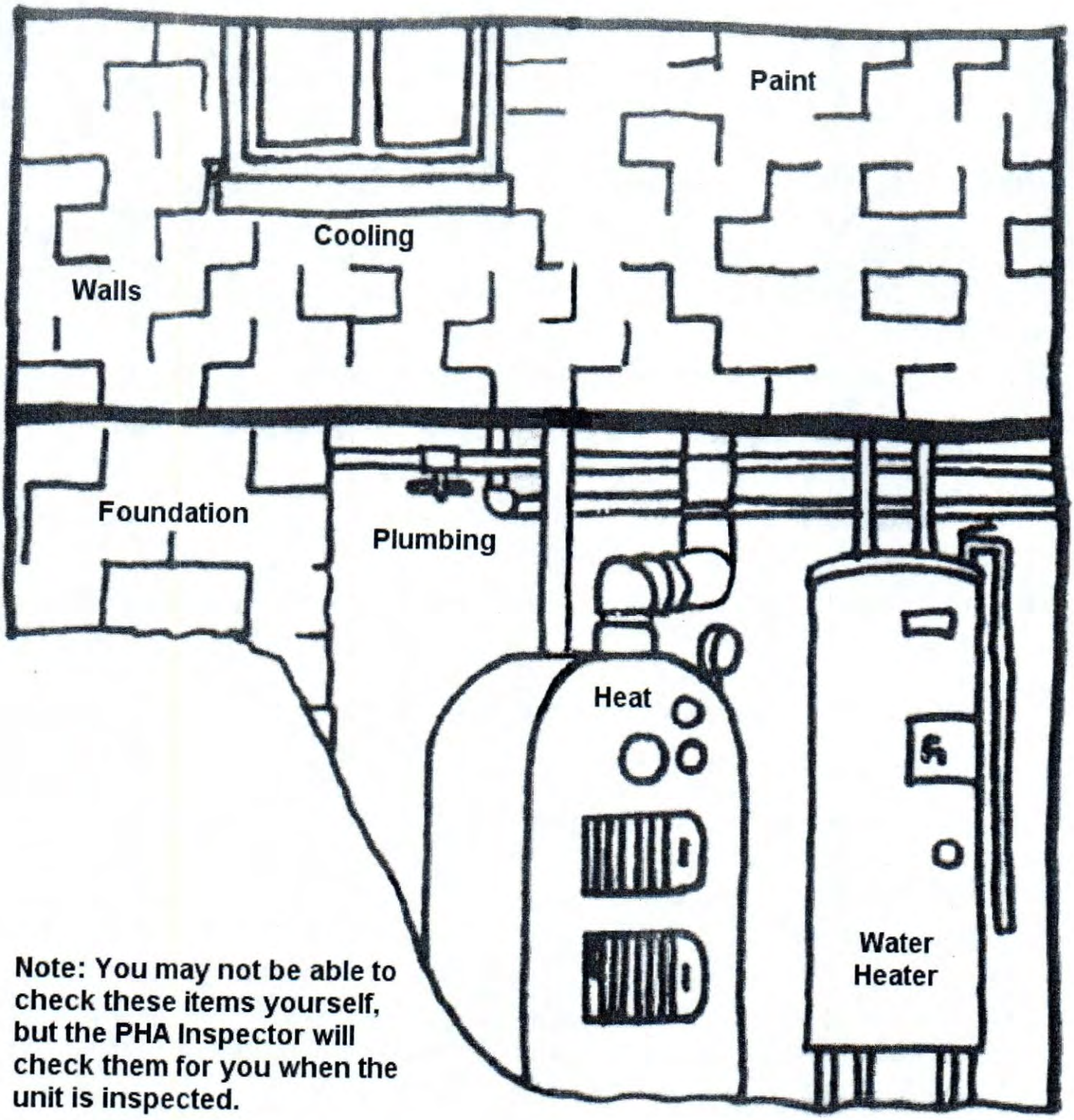
You should also think about:

- 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?



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

6. Health and Safety

The Building and Site must have:

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

Fire Exits
The building must provide an alternate means of exit in 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.

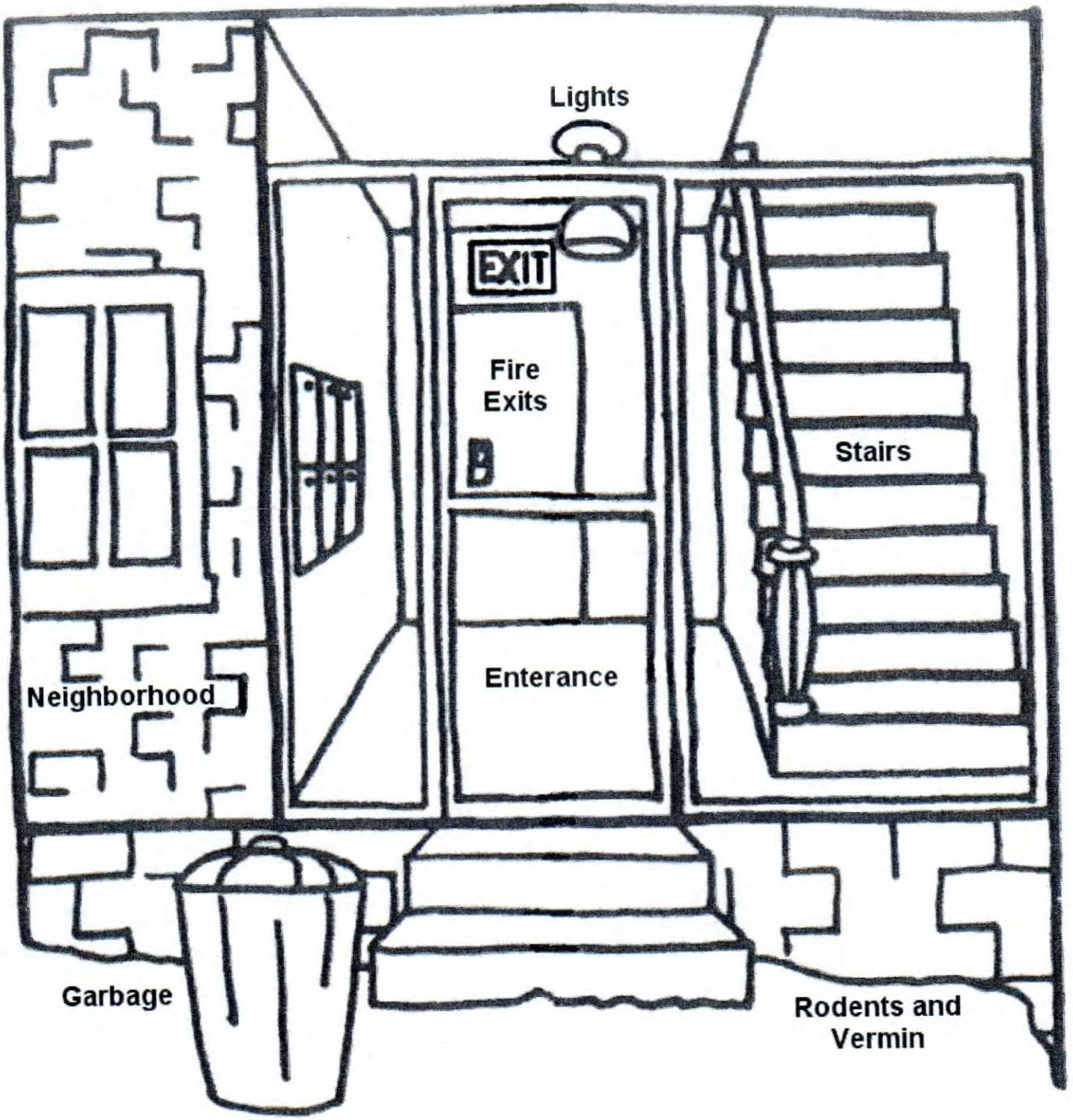
Pollution
No serious air pollution, such as exhaust fumes or sewer gas.

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 R*equest 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.

Housing Authority of Gloucester County

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. **Purpose and Applicability:**

Notwithstanding its title, this policy is gender-neutral and its protections are available to males who are victims of domestic violence, sexual assault, dating violence, or stalking, as well as female victims of such violence. The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women Reauthorization of 2013 Act (VAWA) regarding domestic violence, sexual assault, dating violence, and stalking, as hereinafter defined. Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

II. **Goals and Objectives:**

This policy has the following principal goals and objectives:

A. Maintaining compliance, including training of appropriate staff managing the Authority's properties, with all applicable legal requirements imposed by VAWA;

B. Participating, with others, in protecting the physical safety of victims of actual or threatened domestic violence, sexual assault, dating violence, or stalking who are assisted by the Authority;

C. Providing and maintaining housing opportunities for victims of domestic violence, sexual assault, dating violence, or stalking;

D. Cooperating, with others, information and maintenance of collaborative arrangements between the Authority, law enforcement authorities, victim services providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, sexual assault, dating violence and stalking, who are assisted by the Authority; and

E. Responding in accordance with the Authority policies and procedures to incidents of domestic violence, sexual assault, dating violence, or stalking, affecting individuals assisted by the Authority.

III. **Definitions**:

A. Bifurcate means - with respect to a public housing or a Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining affiliated members, lease and occupancy rights are allowed to remain.

B. Domestic Violence – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction."

C. Dating Violence – means violence committed by a person— 1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and 2. where the existence of such a relationship shall be determined based on a consideration of the following factors: i. The length of the relationship. ii. The type of relationship. iii. The frequency of interaction between the persons involved in the relationship.

D. Stalking – means engaging in a course of conduct directed at a specific person that would cause a reasonable person to – 1. Fear for the person's individual safety or the safety of others; or 2. Suffer substantial emotional distress.
E. Sexual Assault- means any nonconsensual sex act proscribed by Federal, Tribal, or state law including when the victim lacks capacity to consent.
F. Immediate Family Member - means, with respect to a person – 1. a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or 2. any other person living in the household of that person.
G. Perpetrator - means person who commits an act of domestic violence, dating violence or stalking against a victim.

IV **Admissions and Screening**

A. Non-Denial of Assistance. The Authority will not deny admission to public housing or to the Section 8 programs on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking if the applicant other qualified for admissions. Further, the Authority will not deny admissions based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking,

VI. **Termination of Tenancy or Assistance**

A. VAWA Protections. Under VAWA, public housing residents and persons assisted under the Section 8 programs have the following specific protections, which will be observed by the Authority:
1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. Tenancy or assistance will not be terminated by the Authority on the basis or as a direct result of the fact that the tenant/participant is or has been a victim of domestic violence, dating violence, sexual assault or stalking. Further, the Authority will not terminate tenancy or participation based on an adverse factor , if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
i. Nothing contained in this paragraph shall limit any otherwise available authority to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, the Authority shall not apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
ii. Nothing contained in this paragraph shall be construed to limit the Authority's ability to evict or terminate from assistance any tenant or lawful applicant if the Authority as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

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

VI. Verification of Domestic Violence, Dating Violence or Stalking

A. Requirement for Verification. The Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Authority. Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways: 1. By completing a HUD-approved form 2. Other documentation - by providing to the Authority signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question meet the applicable definitions for protections and remedies under VAWA. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury. 3. Police or court record – by providing to the Authority a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

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

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

D. Request for Third-Party Documentation of Victim Status

The Authority will request third-party documentation of victim status if more than one applicant or tenant provides documentation to show they are victims of domestic violence,

dating violence, sexual assault or stalk and in the information in one person's documentation conflicts with the information in another person documentation or submitted documentation contains information that conflicts with existing information already available to the Authority.

VII. Confidentiality

A. Right of confidentiality. All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to the Authority in connection with a verification required of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is: 1. requested or consented to by the individual in writing, or 2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or 3. otherwise required by applicable law. The Authority will take reasonable precautions to avoid inadvertent disclosures via mail or voicemail and conduct the exchange of confidential information in person with the victim.

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

VIII. Court Orders/Family Break-up

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

X. Relationships with Service Providers

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

XII. Notification

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

Housing Authority of Gloucester County

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

Emergency Transfers

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

Eligibility for Emergency Transfers

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

Emergency Transfer Request Documentation

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

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[1] Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

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

Confidentiality

HAGC will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives HAGC written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about HAGC's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

HAGC cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HAGC will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. HAGC may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If, after a reasonable time, HAGC has no safe and available units for which a tenant who needs an emergency is eligible, HAGC will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. This shall be deemed an "External Emergency Transfer", meaning a transfer of a tenant to another unit or form of assistance where the tenant would be categorized as a new applicant. This shall include a transfer from an HAGC Public Housing unit to the HAGC's or GHA's Section 8 Voucher Program. At the tenant's request, HAGC will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

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

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

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

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

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

- **Center for Family Services – Services Empowering the Rights of Victims (SERV)**
  www.centerffs.org
  serv@centerffs.org
  1-866-295-SERV (7378)
  PO Box 566
  Glassboro, NJ 08028

- **NJ Domestic Violence Hotline**
  www.nj.gov/dcf/women/domestic
  1-855-INFO-DCF (463-6323)
  PO Box 729
  Trenton, NJ 08625

- **Family Part-Chancery Division Superior Court of NJ**
  1-856-379-2200
  101 S 5th Street, 2nd Floor
  Camden, NJ 08103

- **New Jersey Domestic Violence Hotline**
  1-800-572-SAFE (7233)

NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACT

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

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

[1]**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.[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.

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

[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

Removing the Abuser or Perpetrator from the Household

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

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

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

Moving to Another Unit

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

> **(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
> **(2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
> **(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.
> **OR**
>
> **You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which

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

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

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

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

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

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

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

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

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

Confidentiality

HAGC must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.
HAGC must not allow any individual administering assistance or other services on behalf of HAGC (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.
HAGC must not enter your information into any shared database or disclose your information to any other entity or individual. HAGC however, may disclose the information provided if:

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

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

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

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

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HAGC can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:
1) Would occur within an immediate time frame, and

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

Other Laws

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

Non-Compliance with The Requirements of This Notice

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

For Additional Information

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

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).
Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online/.
Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

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

U.S. Department of Housing and Urban Development

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

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

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

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

(1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.

(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

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

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

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

1. **Date the written request is received by victim:** _____

2. **Name of victim:** _____

3. **Your name (if different from victim's):** _____

4. **Name(s) of other family member(s) listed on the lease:** _____

_____

5. **Residence of victim:** _____

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

_____

7. **Relationship of the accused perpetrator to the victim:** _____

8. **Date(s) and times(s) of incident(s) (if known):** _____

_____

10. **Location of incident(s):** _____

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

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

Signature _____ Signed on (Date) _____

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

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

U.S. Department of Housing and Urban Development

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

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

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

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

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

OR

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

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

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

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

1. **Name of victim requesting an emergency transfer:** _____

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

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

_____

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

_____

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

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

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

8. Relationship of the accused perpetrator to the victim:_____

9. Date(s), Time(s) and location(s) of incident(s):_____

_____

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

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

_____

_____

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

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

Signature _____Signed on (Date) _____

LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

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

Conflicts with Other Provisions of the Lease

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

Term of the Lease Addendum

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

VAWA Protections

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

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

_____ _____

Tenant Date

_____ _____

Landlord Date

Americans with Disabilities Act Policy Statement

The Housing Authority of Gloucester County

The Housing Authority of Gloucester County (HAGC) is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of HAGC's programs, services and activities.

A person with a disability means an individual who has a physical or mental impairment that substantially limits one or more major life activities. As used in this definition, the phrase "physical or mental impairment" includes:

(a) 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

(b) 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, mental retardation, emotional illness, drug addiction and alcoholism.

"Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing and learning. The definition of disability does not include any individual who is an alcoholic whose current use of alcohol prevents the individual from participating in the public housing program, Housing Choice Voucher Program, Moderate Rehabilitation Program or activities; or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others.

If an individual with a disability requires an accommodation such as an accessible feature or modification to a HAGC policy, HAGC will provide such accommodation unless doing so would result in a fundamental alteration in the nature of the program; or an undue financial and administrative burden. In such a case, HAGC will endeavor to make another accommodation that would not result in a financial or administrative burden.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program or activity.

A reasonable accommodation can only be granted if there is a verified disability-related need for the accommodation. HAGC may require verification as to the disability and/or the relationship to the accommodation requested if the disability and/or accommodation requested is not apparent or otherwise known to HAGC. HAGC will not inquire about diagnosis or other medical details. You are only required to disclose a disability to the HAGC if you request an accommodation or claim a deduction or eligibility preference for admission to a program based on disability.

If you believe that you have experienced discrimination in a Housing Authority program due to a disability, please review HAGC's ADA Grievance Procedures. Denial of a reasonable accommodation request does not necessarily constitute discrimination.

HAGC will post a copy of this Policy statement and Grievance Procedure in the administrative offices located at 100 Pop Moylan Blvd, Deptford NJ 08096, on its website at www.hagc.org.

Grievance Procedure Under the Americans with Disabilities Act

The Housing Authority of Gloucester County

This Grievance Procedure is established to meet the requirements of the Americas with Disabilities Act of 1990 (ADA) and assure prompt and equitable resolution of complaints that the Housing Authority of Gloucester County (HAGC) has violated the ADA. This procedure may be used by anyone who wishes to file a complaint alleging discrimination of the basis of a disability in the provision of services, programs, or benefits by HAGC. The Housing Authority of Gloucester County Personnel and Travel Policy shall govern employment-related complaints of disability discrimination.

Any disability related complaint should be made in writing and contain information about the alleged discrimination such as the name, address, phone number of the complainant and the location, date and description of the problem. The complaint should include sufficient data to substantiate any claim or charge and if possible, supporting documents should be included. Alternative means of filing complains, such as a personal interview or recording, shall be made available for persons with disabilities upon request.

The complaint should be submitted by the complainant and/or his/her designee as soon as possible in order to allow prompt investigation. All complaints must be filed within 45 days of the event or activity which is the subject of the complaint, unless HAGC waives this time limit for good cause shown. Complaints are to be submitted to:

Jessica Laine
ADA Coordinator
100 Pop Moylan Blvd
Deptford, NJ 08096
jlaine@hagc.org
856-845-4959 ext. 253

Within 15 calendar days after the receipt of the complaint the ADA Coordinator or his/her designee will meet the complainant to discuss the complaint and the possible resolutions. All documents to be considered by HAGC should be made available at that time.

The ADA Coordinator will investigate the complainant which may include conducting interviews and meetings with the involved parties, or witnesses, and collecting relevant documentation.

Within 15 calendar days of the meeting, the ADA Coordinator or his/her designee will respond in writing, and where appropriate a format accessible to the complainant. The response, "The Letter of Findings" will provide the position of HAGC and offer a final resolution of the complaint including a determination of whether or not discrimination was found and the basis for such. If the complaint relates to a requested accommodation, and the ADA Coordinator determines that a requested accommodation would result in a fundamental alteration in the

nature of HAGC's programs, services, or activities, or is an undue financial or administrative burden, the ADA Coordinator will provide the complainant with a statement of the reasons for reaching this determination. The ADA Coordinator will also work with the complainant to attempt to identify alternative action by HAGC that would not result in such an alteration or such burdens, but would nevertheless ensure that the complainant receives the benefits and services of the programs and activities.

HAGC's Grievance Procedure process is not mandatory. The complainant is not precluded from filing formal complaints at any time before, during or after or in lieu of HAGC's grievance process with the applicable state or federal agencies.

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

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 Development Act of 1974, as amended, (P.L. 97-35); Americans with Disabilities Act of 1990, (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 administer 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.

EQUAL HOUSING OPPORTUNITY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HOUSING DISCRIMINATION INFORMATION

Departamento de Vivienda y Desarrollo Urbano
U.S. Department of Housing and Urban Development

Oficina de Derecho Equitativo a la Vivienda
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

Daytime Phone No | Evening Phone No

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

2 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.

3 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 _____

4 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 _____

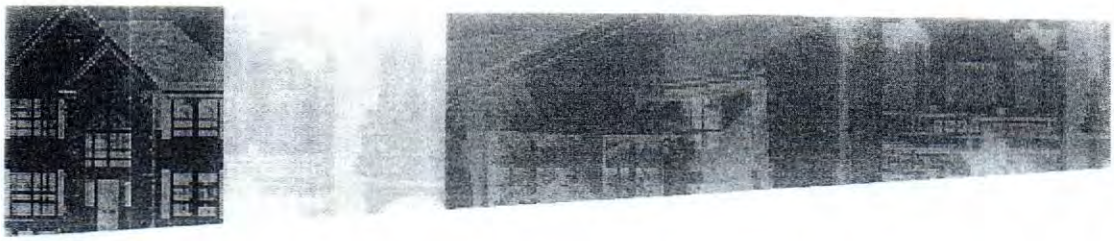
5 When did the last act of discrimination occur?

Enter the date ____/____/____

Is the alleged discrimination continuing 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 _____ Telephone _____

Street _____

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

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 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 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 questions – 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

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

INFORMATION ON PROHIBITED LEASE PROVISIONS

Notwithstanding anything to the contrary contained in the Lease, and provision of the Lease which falls within the classifications below shall be inapplicable.

(1) Confession of judgment. Consent by the Tenant to be sued to admit guilt or to a judgment in favor of the Landlord in a lawsuit brought in connection with the Lease.

(2) Treatment of Property. Agreement by the Tenant that the Landlord may take or hold the Tenant Family's property or may sell such property without notice to the Tenant and a court decision on the rights of the parties.

(3) Excusing Landlord from Responsibility. Agreement by the Tenant not to hold the Landlord or Landlord's agents legally responsible for any action of failure to act, whether intentional or negligent.

(4) Waiver of Legal Notice. Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.

(5) Waiver of Court Proceedings for Eviction. Agreement by the Tenant's Family (i) without instituting a civil court proceeding in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.

(6) Waiver of Jury Trail. Authorization to the Landlord to waive the Tenant's right to a trail by jury.

(7) Waiver of Right to Appeal Court Decision. Authorization to the Landlord to waive the Tenant's right to sue to prevent a judgment from being put into effect.

(8) Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit. Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

MEMORANDUM OF UNDERSTANDING BETWEEN

(Tenant)

and

(Owner/Agent)

==========

RENT:
Tenant agrees to pay the agreed rent in full on the first business day of each month. Tenant understands that evictions will occur if rent is not paid.

METHOD OF PAYMENT:
Tenant agrees to pay by check or money order. Tenant understands that tenant will be prosecuted for issuing a 'bad check' with insufficient funds.

MAINTENANCE (INTERIOR):
Tenant agrees to:

1. Make no alterations in the dwelling unit.
2. To do no painting without approval of management.
3. Report any damage or equipment failure in the dwelling unit to management.
4. Maintain the dwelling unit in a neat and orderly condition at all times including the proper cleaning of the house, stove, refrigerator, carpets and bathroom.
5. Dispose of trash in proper containers and remove trash from house daily.
6. Wash dishes, keep dirty clothes in hampers and generally maintain an orderly house.

MAINTENANCE (OUTSIDE)
Tenant agrees to:

1. Maintain grounds in a neat and orderly condition. Tenant will not throw trash on the grounds and will keep area around trash cans clean and free of debris. Mow lawn and remove snow from sidewalks.
2. Own trash containers with lids, maintain them in the rear of the property, and place them at the curb weekly for regular trash removal.
3. Clean the yard regularly around apartment entrance and pick up papers and other trash.
4. Not store or keep furniture, boxes, cartons, broken bicycles, broken cycles, in-operative automobiles or any other item on the property. Yard will be kept clean and free of debris.
5. Not install fences, buildings, tents, swim pools, animal pens or any other item in the yard.
6. Not plow the lawns or dig up the grass.

USE OF PROPERTY
Tenant understands and agrees that:

1. Only the persons listed in the lease may live in the property. NO RELATIVES OR FRIENDS MAY MOVE IN. ABSOLUTELY NO EXCEPTIONS!
2. Property cannot be used for any business purpose.
3. No business signs on the property.
4. There will be no bright lights or loud noise from the property or numerous persons arriving and leaving in the late evening hours.
5. No yard sales permitted.

6. All motor vehicles must be currently registered with the State of New Jersey and in proper operating condition. No vehicle storage on the site.
7. Basement storage is available; however, owner/agent is not responsible for items lost or stolen or otherwise damaged while in storage.
8. No pianos, electric organs, other loud instruments, no barbells or other heavy objects permitted.
9. Tenant is not authorized to alter locks.

NEIGHBORS
Tenant agrees to try and get along with neighbors. Tenant will not engage in loud and abusive language with persons in the neighborhood.

ANIMALS
Tenant understands that animals are expressly forbidden unless specifically authorized by management. No dogs, cats, gerbils, mice, birds, rabbits, snakes, white rats or any other living pet.

MINOR REPAIRS
Management and tenant mutually agree that tenant will undertake small minor repairs at the expense of the tenant that generally result from normal wear and tear. Bulbs, latches, globes, screens, stopped drains and toilets, shades, brackets, and similar items to be maintained by the tenant. If items are found to be damaged by tenant or his guests, repairs will be made by management and tenants charged a reasonable cost for repairs.

UTILITIES
Tenant agrees to pay for all utilities as listed in the lease, promptly to utility company. Tenant understands that the cost of utilities, especially electricity is increasing rapidly and that tenant should practice prudent conservation of electricity. Management has no control of these costs and tenant is urged to conserve the use of electricity in order to keep expenses within manageable limits.

EXTERMINATOR
Tenant agrees to exterminate dwelling unit at his expense if such service is required on a regular basis. Tenants who maintain poor housekeeping habits which result in vermin infestation will be charged a pro-rata extermination cost following failure to improve housekeeping habits.

TENANTS SHOULD OWN A VACUUM CLEANER.

MISCELLANEOUS CHARGES
Tenant agrees to pay miscellaneous charges as deemed necessary by management to maintain the dwelling unit if damage is done to the property or and not repaired by tenant. For example, tenant agrees to pay charges for broken windows, screens, doors, range, refrigerator parts, toilet seats, tank lid, storm doors and similar items requiring repair as the result of damage by tenants or their guests. Also, tenants will be charged for removing unregistered vehicles and removing trash can to curb and back.

Tenant is responsible for the property!

INSURANCE
The owner/agent has not insured you against loss from fire, theft or vandalism. Tenant can purchase tenants protection insurance from an insurance agent for loss from fire, extended coverage, injury, theft, vandalism, or other loss.

SUMMARY
Tenant agrees:

1. To pay rent in full on time.
2. Pay utility bills on time.
3. Maintain a neat, quiet and orderly home - free of damage.
4. Get along with neighbors.

_____ _____
Signature Tenant

Date

_____ _____
Signature Tenant

Date

_____ _____
Signature Owner/Agent

Date

HOUSING AUTHORITY OF GLOUCESTER COUNTY

"ONE STRIKE AND YOU'RE OUT" POLICY

Adopted: September 25, 1996
Revised: October 21, 1998;
May 1, 1999;
August 22, 2001;
June 18, 2002,
May 2018
May 22, 2019
RES#19-54

"ONE STRIKE & YOU'RE OUT POLICY"

CRIME AND DRUG FREE POLICY

Adopted September 25, 1996

I. STATEMENT OF PURPOSE

Effective June 25, 2001, the Department of Housing & Urban Development (HUD) adopted final rules which set forth regulations for implementing fair, effective and comprehensive policies for screening out program applicants who engage in illegal drug use or other criminal activity, and for evicting or terminating assistance of persons who engage in such activity.

In accordance with *24 CFR Part 5, subpart I & J; Part 960, subpart B; Part 966, subpart A; Part 982, subpart L, Part 882, subpart D, 24 CFR 983.2(a); and HUD PIH 2015-19 and 2012-28*, The Housing Authority of Gloucester County ("The Authority") hereby adopts this revised Policy to be known as the "One Strike and You're Out" Policy ("This Policy"). This Policy shall apply to all Housing Programs administered by the Authority (hereinafter collectively referred to "Authority Programs") This Policy shall serve in addition or supplement to the Authority's Admissions and Continued Occupancy Policy ("ACOP"), Section 8 Administrative Plan, Management Plans, the Dwelling Leases, and the Grievance Procedure Policy.

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. To 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.

II. POLICY IMPLEMENTATION

HUD PIH 2015-19

Federal laws, including the Federal Fair Housing Law, require the Authority treat all applicants and assisted tenants/participants equally, providing the same opportunity to access services, regardless of family characteristics and background. Federal law prohibit discrimination in housing on the basis of race, color, religion, sex, national origin, age familial status and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity and material status. The Authority will fully comply with all Federal, State, and local nondiscrimination law in administering this Policy.

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. As part of the investigation, the Authority may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The Authority may also consider any statements made by witnesses or the applicant or participant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant/participant engaged in disqualifying activity. It is not necessary for the Authority to wait until an arrest disposition has been reached to take action in accordance with this Policy.

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.

III. DEFINITIONS

Applicant means any applicant to the Authority for prospective housing assistance under any housing assistance program.

Assisted tenant or participant means any tenant or participant who is currently receiving some form of housing assistance from the Authority.

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. § 802)). *Drug-related criminal activity* means *on or off* the premises, not just *on or near* the premises.

Covered person means a resident, any member of the resident's household, a guest, or another person under the resident's control.

Criminal activity includes any criminal activity that threatens the health, safety or right to peaceful enjoyment of the resident's premises by other residents or employees of the Authority. Criminal activity shall include crimes against persons and property.

Currently engaged in is defined as recently enough to justify a reasonable belief that there is continuing conduct by the household member.

Engaged in or history/pattern of engaging in means any act within the past three (3) years by applicants or participants, household members, or guests which involved drug-related criminal activity including, without limitation, drug-related criminal activity, possession and/or use of narcotic paraphernalia, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

Drug means a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. § 802).

Guest means a person temporarily staying in the unit with the consent of a tenant/participant or other member of the household who has express or implied authority to so consent on behalf of the resident.

Head of the household means the primary beneficiary of the housing assistance from the Authority.

Household means the family and Authority-approved live-in aide.

Housing Assistance means any form of assistance or subsidy provided by the Housing Authority.

Members of the household shall include anyone else residing in the same residential unit occupied by the head of the household.

Other person under the resident's control means that the person, although not staying as a guest (as defined above) in the unit is, or was at the time of the activity in question, on the premises (as defined in this Section) because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

Pattern of means more than one (1) incident in a twelve (12) month period of time.

Premises means the building or complex or development in which the dwelling unit is located, including common areas and grounds.

Screening means the Authority applying discretion to consider all available information when making a decision to deny or grant admissions into a Housing Program.

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

IV. DUE PROCESS RIGHTS

24 CFR 960.204(c); 24 CFR 966.53(c); 24 CFR 982.552(d); 24 CFR 5.851; HUD Due Process Determination for the State of New Jersey (April 16, 1992, Legal Opinion GCH-0054);

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.

Applicants

Before the Authority denies admissions to an Authority Programs on the basis of a criminal record, the Authority will notify the household of the proposed action to be based on the information and will provide the subject of the records and the applicant with a copy of the criminal records and an opportunity to dispute the accuracy and relevance of the record.

Tenant/Participants

Authority Owned and Managed Properties

HUD has made a determination that the State of New Jersey landlord-tenant process provided the necessary pre-eviction hearing and other basic elements of due process. Therefore, the Authority can exclude from its grievance procedures and cases involving termination of tenancy for any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Authority, or any drug-related criminal activity on or off such premises, not just on or near such premises. Therefore it shall be the policy of this Authority to exclude the forgoing from the grievance procedure and apply directly to court for eviction.

Once the Authority has determined that there is sufficient documented justification to proceed with termination of tenancy and eviction in cases involving (a) any criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority, or (b) any drug-related criminal activity on or off the Authority's premises, the Authority shall promptly issue notification to the tenant specifying: (1) that the tenant is in serious violation of the terms and conditions of the dwelling lease and are grounds for termination of tenancy; (2) the lease provisions that the tenant has violated; (3) that the Authority is terminating tenancy as of a specified date; (4) a description of the evidence and information relied upon by the Authority(5) that the termination action is not subject to the grievance procedure; (6) that if the tenant has not vacated the premises by the date specified in the notice, then the Authority will file eviction proceedings in court; and (7) that prior to the judicial hearing, the tenant or his counsel may request copies of any relevant documents, records (including criminal records) upon which the Authority is relying as bases for the termination of tenancy or eviction.

Section 8 Housing Choice Voucher, Moderate Rehabilitation, and Section 8 Project-Based Voucher

Once the Authority has determined that there is sufficient documented justification to proceed with termination of participation in cases involving (a) any criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority, or (b) any drug-related criminal activity the Authority shall promptly issue notification to the participant specifying: (1) that the participant is in serious violation of the program obligations and this Policy; (2) the program and Policy provisions that the participant has violated; (3) that the Authority is terminating participation as of a specified date; (4) a description of the evidence and information relied upon by the Authority; (6) the procedures for requesting an informal hearing and (7) and that the tenant or his counsel may request copies of any relevant documents, records (including criminal records) upon which the Authority is relying as bases for the termination.

V. CONFIDENTIALITY AND RECORDS MANAGEMENT

The Authority will ensure that any criminal record received by the Authority from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished. The Authority will document in the family's file that the family was denied admission or the tenancy was terminated due to findings in the Criminal History Report.

VI. SCREENING FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY

24 CFR 5.851&2, 25 CFR 5.901-905; 24 CFR 982.553, 24 CFR 960.204

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.

The Authority will obtain the consent of the applicant and adult members of the applicant's household to obtain and review criminal records. The Authority has the authority to obtain criminal records from the National Crime Information Center, police department, probation officer, parole officer and local social service provides, and other law enforcement agencies and sources such as the internet and private data banks related to all person over the age of 16 who wish to receive, whether directly or indirectly, housing assistance. The Authority also has the authority to obtain information from State, Federal or local agency responsible for the collection or maintenance of sex offender registration.

Under Federal law an adult is defined as a person who is 18 years of age or older or has been convicted of a crime as an adult under any Federal or State law although state law may allow review of criminal records of persons under the age of 18 in certain instances. The Authority or landlord may also receive information as to juveniles to the extent that the release of such information is authorized by state or local law. The Authority may rely upon any evidence it deems credible, including but not limited to, newspaper reports, complaints of neighbors and evidence of criminal complaints.

The Authority will question all applicants and adult members of the applicants household as to any criminal, drug related or alcohol related activity on the application for housing assistance and at the time of the eligibility interview. If as a result of the standardized inquire, or the receipt of a verifiable referral, there is an indication that any member of the family is engaged in drug-related criminal activity, alcohol abuse, violent criminal activity or any other criminal activity, the Authority will conduct a further investigation, as indicated above.

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[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.

All applicants and members of the applicant's household, age 16 or older, shall be required to acknowledge in writing their understanding of this Policy prior to a determination applicant admissions into an Authority program. All program participants and members of the participant's household, age 16 or older, shall be required to acknowledge in writing their understanding of this Policy at the time of their annual reexamination. This Policy shall be incorporated by reference in all Lease Agreements provided to assisted tenants. The Lease Agreement/Addendum shall state that housing assistance will be terminated and/or the assisted resident will be evicted if this Policy is violated.

A copy of this Policy will be made available for review online at www.hagc.org

Applicants to Authority owned and managed properties shall be subject to additional screening as specified in the ACOP or applicable management agreements and dwelling leases.

VII. APPLICANT DENIAL OF ADMISSION

A. Section 8 Programs –Housing Choice Voucher, Moderate Rehabilitation, Project-Based Voucher.

24 CFR 982.551-553; 24 CFR 882.413.

The Authority **must** prohibit admission of an applicant in the following circumstances:

1. The Authority must prohibit admission of an applicant for three (3) years if any household member was evicted from federally assisted housing for drug-related criminal activity. The three years begins on the date of eviction. However, the Authority may admit the household if the circumstances leading to the eviction no longer exist or the household member has successfully completed a supervised drug rehabilitation program.

2. The Authority must prohibit admission of an applicant is any household member is currently engaging in the illegal use of a drug.

3. The Authority must prohibit admission of an applicant if the Authority has reasonable cause to believe that a household member's illegal drug use or pattern of illegal drug use may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.

4. The Authority must prohibit admission of an applicant if the Authority has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.

5. The Authority must prohibit admission of an applicant if any household member has been convicted of drug-related criminal activity for manufacturing or production of methamphetamine on the premises of federally assisted housing. This denial shall be mandatory and permanent.

6. 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.

The Authority **may** prohibit admission of an applicant in the following circumstances:

1. The Authority may prohibit admission of an applicant if any household member is currently engaged in, or has engaged in during a reasonable time before admissions, drug-related criminal activity, violent criminal activity or other criminal activity which may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or threaten the health or safety of the owner, property management staff or person performing a contract administration function or responsibility on behalf of the Authority.

B. Public Housing & Multi-Family Programs.

24 CFR 960.204, 24 CFR 5.852-857

The Authority **must** prohibit admission of an applicant in the following circumstances:

1. The Authority must prohibit admission of an applicant for three (3) years if any household member was evicted from federally assisted housing for drug-related criminal activity. The three years begins on the date of eviction. However, the Authority may admit the household if the circumstances leading to the eviction no longer exist or the household member has successfully completed a supervised drug rehabilitation program.

2. The Authority must prohibit admission of an applicant if any household member is currently engaging in the illegal use of a drug.

3. The Authority must prohibit admission of an applicant if the Authority has reasonable cause to believe that a household member's illegal drug use or pattern of illegal drug use may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.

4. The Authority must prohibit admission of an applicant if any household member has been convicted of drug-related criminal activity for manufacturing or production of methamphetamine on the premises of federally assisted housing. This denial shall be mandatory and permanent.

5. 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.

6. The Authority must prohibit admission of an applicant if there is a reasonable cause to

believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety or peaceful enjoyment of the premises by other residents.

The Authority **may** prohibit admission of an applicant in the following circumstances:

1. The Authority may prohibit admission of an applicant if any household member is currently engaged in, or has engaged in during a reasonable time before admissions, drug-related criminal activity, violent criminal activity or other criminal activity which may threaten the health, safety or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or threaten the health or safety of the owner, property management staff or person performing a contract administration function or responsibility on behalf of the Authority.

VIII. PARTICIPANT TERMINATIONS AND EVICTIONS

A. Section 8 Programs- Housing Choice Voucher, Moderate Rehabilitation, Project-Based Voucher

24 CFR 982.551, 553; 24 CFR 882.413; 24 CFR part 5, Subpart I & J.

The Authority **must** terminate the assistance of a program participant the in the following circumstances:

1. The Authority will terminate a household if the Authority determines that a member of the household has been convicted of drug-related criminal activity for manufacturing or production of methamphetamine on the premises of federally assisted housing.

2. Lifetime Registered Sex Offenders [Notice PIH 2012-28] Should the Authority discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the Authority must immediately terminate assistance for the household member. In this situation, the Authority must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the Authority must terminate assistance for the household.

The Authority **may** terminate the assistance and/or seek an eviction of a program participant the in the following circumstances:

1. The Authority may terminate a household if a household member is currently engaged in any illegal use of a drug.

2. The Authority may terminate a household if the Authority has reasonable cause to believe that a household member's patterns of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

3. The Authority may terminate a household if the Authority determines that a member of the household has violated program obligations contained with the regulations to engage in any drug-related criminal activity.

4. The Authority may terminate a household if the Authority determines that a member of the household has violated program obligations contained with the regulations not to engage in any violent criminal activity.

5. The Authority may terminate a household if the Authority determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or peaceful enjoyment of the premises by other residents.

B. Public Housing and Multi-Family Programs

24 CFR 960.204; 24 CFR 966.4; 24 CFR 5.858-861

The Authority **must** terminate the tenancy in accordance with the provisions of the Lease Agreement under the following circumstances:

1. The Authority will terminate the tenancy if the Authority determines that a member of the household has been convicted of drug-related criminal activity for manufacturing or production of methamphetamine on the premises of federally assisted housing.

2. Lifetime Registered Sex Offenders [Notice PIH 2012-28] Should the Authority discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the Authority must immediately terminate assistance for the household member. In this situation, the Authority must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the Authority must terminate assistance for the household.

The Authority **may** terminate the tenancy in accordance with the provisions of the Lease Agreement the in the following circumstances:

1. If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or is a high misdemeanor, or violating a condition of probation or parole imposed under Federal or State law.

2. The Authority may evict the tenant by judicial action for criminal activity if it determines that the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

3. The Authority may evict a family when it determines that a household member is illegally using a drug or when it determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

4. Drug related criminal activity engaged in, <u>on or off the premises</u>, by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control, is grounds for the Authority to terminate

tenancy.

5. Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, including the Authority's management, or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.

6. If the Authority determines that a household member has engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

7. Furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

IX. CONSIDERATION OF CIRCUMSTANCES

24 CFR 5.852; 24 CFR 982.552(c)(2); 24 CFR 960.205

In cases where the denial or termination of assistance is discretionary and not mandated by statute or regulations, the Authority will consider all relevant circumstances including the seriousness of the case, the extent of the participation by the household member, any mitigating circumstances related to the disability of the household member and the effect of denial or termination would have on the household member not engaged in the activity.

The Authority reserves the right to require the household to exclude the offending member in order to continue to receive housing assistance. The Authority reserves the right to require applicants or participants to execute Continued Housing Assistance Agreements or Continued Occupancy Agreements/Amended Lease. In such cases, the Authority and the applicant or participant may agree that the Authority will continue housing assistance or commence housing assistance payments conditioned upon the removal of the offending family member or guest from the residential unit or agree that the offending family member or guest will be excluded from receiving either direct or indirect assistance from the Authority. Said Agreement must be in writing, signed by the Authority, the head of the household and the offending family member or guest. The agreement shall provide that the offending family member or guest may not visit or stay overnight in the assisted rental unit and may not enter upon the Authority's property or property occupied by the assisted tenant whose residence therein is facilitated by the assistance provided by the Authority. The Continued Occupancy Agreements/Amended Lease shall also acknowledge that, if the offending family member, guest, or other party does enter the leased premises, such party shall be treated as a trespasser and prosecuted to the fullest extent of the law, and that such action shall also be a substantial violation of the lease that may allow an eviction action to be taken against the assisted resident.

In determining whether to deny admission or terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the Authority will consider participating in or competition of a supervised drug or alcohol rehabilitation program or proof that the individual has been rehabilitated successfully and is no longer engaging or

engaged in the prohibited conduct. The Authority will require the applicant or participant to submit a written certification of rehabilitation from a social workers, counselor or physician. The Authority may request and obtain information regarding applicants from treatment facilities in accordance with federal regulations.

X. VAWA PROTECTIONS

24 C.F.R. 5.2005(b), 24 C.F.R. 5.2005(e)]

The Violence against Women Reauthorization Act of 2005 (VAWA), provides that "criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant or immediate family member of the tenant's family is the victim or threatened victim of that abuse." VAWA further provides that incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence.

VAWA does not supersede any other Federal, State, or local law that provides greater protection to victims of domestic violence, dating violence, or stalking. Moreover, VAWA does not limit the Authority's duty to honor Court Orders issued to protect a victim or to address the distribution of property when a family breaks up.

Limits on VAWA Protections

While VAWA prohibits the Authority from using domestic violence, dating violence, or stalking as the cause for a termination or eviction action against an applicant or tenant who is the victim of the abuse, the protections it provides are not absolute. Specifically: VAWA does not limit the Authority's otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, or stalking providing that the Authority does not subject the victim to a more demanding standard than other tenants. VAWA does not limit the Authority's authority to terminate the tenancy of any participant if the Authority can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated.

In determining whether a participant, who is a victim of domestic violence, dating violence, or stalking, is an actual and imminent threat to others the Authority will consider the following, and any other relevant, factors: Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, or stalking; Whether the threat is a physical danger beyond a speculative threat; Whether the threat is likely to happen within a short period of time; Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location.

XI. DISABILITIES PROTECTIONS

In considering whether an applicant or participant has violated this Policy, the Authority shall not focus on whether the individual happens to have a disability, but rather the focus shall be on whether the individual's behavior indicates that they are in violation of this Policy. Disabled applicants and participants may request reasonable accommodations if necessary.

INFORMATION ON CONDUCTING INFORMAL HEARINGS/REVIEWS

The Authority will provide written notice and an informal hearing/review for any Family determined ineligible for participation in the Program in the manner prescribed in 24CFR, 982.555 as amended. Upon determination of ineligibility, the Authority will give the applicant prompt written notice of a decision to deny assistance to the applicant or terminate assistance with an existing client. The notice shall state that the applicant may request an informal hearing/review of the decision and shall indicate that any informal hearing/review MUST be requested with the Authority's designated Hearing Officer by written request. The Hearing Officer or the Executive Director, or his designee, other than the person who made the original determination, shall conduct the informal review. The applicant will be notified that he/she can present written or oral objections to the PHA decision and may be represented by another; however, applicant/participant must be present at the hearing. The PHA shall promptly notify the applicant/participant in writing of the final decision by the Executive Director, stating basis for the final decision.

The PHA will not provide a hearing/review [per 24 CFR, 982.554 & 982.555 (b)(1) through (8)] for the following reasons:

1. To review discretionary administrative determination by the PHA or to consider general policy or class grievance.

2. To review the PHA's determination of the number of bedrooms entered on the Housing Choice Voucher under standards established by the PHA.

3. To review the PHA's determination that a unit located by a voucher holder does not comply with the PHA's Housing Quality Standards as established in accordance with 24CFR, 982.401 or the PHA's determination not to approve the lease for the unit.

4. To review the PHA's decision not to approve the request by a voucher holder for an extension of the term of the voucher or the scope of the information hearing.

5. To review other items as listed in 24CFR, 982.554 & 982.555 excepted from review.

No informal hearing/review will be held to consider whether decisions relating to the individual circumstances of the family are in accordance with law, H.U.D. regulations, or PHA rules in the following types of cases:

1. A determination regarding the Total Tenant Payment or Tenant Rent.

2. A determination regarding bedroom size (number of bedrooms) of unit as it relates to family size.

3. A determination regarding a bedroom size change on a voucher when the tenant wishes to move and remain in the program.

The PHA will be bound to the decision to the extent set forth in 24CFR, 982.554 & 982.555 and may remedy its determination by advising the applicant/participant promptly in writing that it is not bound by the decision of the hearing.

HOUSING AUTHORITY OF GLOUCESTER COUNTY
TENANT PROCESSING CENTER

BUDGET

Total Income:
Include all income including support, etc. Only consider current income. $_____

EXPENSES:

Rent $_____

Utilities $_____

Food $_____

Monthly Payments (loans, credit cards, etc.) $_____

Personal Expenses $_____

Other Expenses $_____

TOTAL EXPENSES (Subtract from Income) $_____

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

2) 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.

7) 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.

8) Procedures and policies will be in accordance with the receiving housing authority for your move to their jurisdiction. PortOut

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.



What Happens Next?

1. You must notify the initial PHA that you would like to port and to which area you are moving.
2. 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.
3. 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.
4. 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

1. 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

PHA Contact Information

New Jersey

This listing is ordered by **city**. View it **ordered by zip**.

HA Code	PHA Name, Phone & Fax Number	Address	Type [?]
NJ007	Asbury Park HA **Phone:** (732)774-2660 **Fax:** (732)774-0643	1000 1/2 3rd Avenue **Asbury Park** NJ 07712	Both
NJ014	**Atlantic City Housing Authority** **Phone:** (609)344-1107 **Fax:** (609)344-1015	227 N Vermont Avenue **Atlantic City** NJ 08401	Both
NJ012	**Bayonne HA** **Phone:** (201)339-8700 **Fax:** (201)339-1766	549 Avenue A PO Box 277 **Bayonne** NJ 07002	Both
NJ056	**Berkeley HA** **Phone:** (732)269-2312 **Fax:** (732)269-7709	44 Frederick Drive **Bayville** NJ 08721	Both
NJ057	**Belmar HA** **Phone:** (732)681-1795 **Fax:** (732)530-1739	710 8th Avenue **Belmar** NJ 07719	Low-Rent
NJ102	**Warren County HA** **Phone:** (908)475-3989 **Fax:** (908)475-8637	415 Front Street **Belvidere** NJ 07823	Section 8
NJ018	Beverly HA **Phone:** (609)387-0250 **Fax:** (609)387-7349	100 Magnolia Street **Beverly** NJ 08010	Low-Rent
NJ099	**Bloomfield HA** **Phone:** (973)680-4035 **Fax:** (973)680-4510	1 Municipal Plaza Room 200 **Bloomfield** NJ 07003	Section 8
NJ052	**Boonton HA** **Phone:** (973)335-0846 **Fax:** (973)335-0955	125 Chestnut Street **Boonton** NJ 07005	Both

NJ065	Brick HA **Phone:** (732)920-9400 **Fax:** (732)920-7604	165 Chambers Bridge Road **Brick Town** NJ 08723	Both
NJ049	**Bridgeton HA** **Phone:** (856)451-4454 **Fax:** (856)451-0226	110 E. Commerce Street **Bridgeton** NJ 08302	Both
NJ020	**Burlington HA** **Phone:** (609)386-0246 **Fax:** (609)386-2465	800 Walnut Street **Burlington** NJ 08016	Low-Rent
NJ010	**Camden HA** **Phone:** (856)968-2700 **Fax:** (856)964-8610	2021 Watson Street 2nd Floor **Camden** NJ 08105	Both
NJ062	**Cape May HA** **Phone:** (609)884-8703 **Fax:** (609)884-9028	639 Lafayette Street **Cape May** NJ 08204	Low-Rent
NJ047	Carteret HA **Phone:** (732)541-6800 **Fax:** (732)541-2867	96 Roosevelt Avenue **Carteret** NJ 07008	Both
NJ115	**Cherry Hill HA** **Phone:** (856)432-8706 **Fax:** (856)661-4746	820 Mercer Street PO Box 5002 **Cherry Hill** NJ 08034	Section 8
NJ073	**Clementon Housing Authority** **Phone:** (856)784-1134 **Fax:** (856)784-1324	22 Gibbsboro Road **Clementon** NJ 08021	Both
NJ070	**Cliffside Park HA** **Phone:** (201)941-0655 **Fax:** (201)941-4038	500 Gorge Road **Cliffside Park** NJ 07010	Both
NJ089	**Clifton HA** **Phone:** (973)470-5846 **Fax:** (973)471-1837	City Hall 900 Clifton Avenue **Clifton** NJ 07013	Section 8
NJ079	Collingswood HA **Phone:** (856)854-1077 **Fax:** (856)854-8283	30 Washington Avenue **Collingswood** NJ 08108	Low-Rent

NJ204	**Gloucester County HA** **Phone:** (856)845-4959 **Fax:** (856)348-9044	100 Pop Moylan Boulevard **Deptford** NJ 08096	Both
NJ068	**Dover HA** **Phone:** (973)361-9444 Fax: (973)361-6204	215 E Blackwell Street **Dover** NJ 07801	Both
NJ050	**East Orange HA** **Phone:** (973)766-8896 **Fax:** (973)766-8797	160 Halsted Street **East Orange** NJ 07018	Both
NJ075	**Edgewater HA** **Phone:** (201)943-6000 **Fax:** (201)943-0416	300 Undercliff Avenue **Edgewater** NJ 07020	Both
NJ043	**Edison HA** **Phone:** (908)561-2525 Fax: (908)561-7517	14 Rev. Samuel Carpenter Boulevard **Edison** NJ 08820	Both
NJ003	**Elizabeth HA** **Phone:** (908)965-2400 **Fax:** (908)965-0026	688 Maple Avenue **Elizabeth** NJ 07202	Both
NJ113	**Union County HA** **Phone:** (908)527-4227 Fax: (908)352-3980	1 Elizabethtown Plaza 5th Floor Administration Building **Elizabeth** NJ 07207	Section 8
NJ055	**Englewood HA** **Phone:** (201)871-3451 **Fax:** (201)871-5908	111 West Street **Englewood** NJ 07631	Both
NJ084	**Hunterdon County H A** **Phone:** - (908)788-1336 **Fax:** (908)806-4896	PO Box 2900 **Flemington** NJ 08822	Section 8
NJ038	**Florence HA** **Phone:** (609)499-0575 **Fax:** (609)499-0888	620 W. Third & Eyre Street **Florence** NJ 08518	Low-Rent
NJ071	Fort Lee HA **Phone:**	1403 Teresa Drive **Fort Lee** NJ 07024	Both

	(201)947-7400 Fax: (201)947-9710		
NJ881	**Cec** **Phone:** (732)780-1175 Fax: (732)780-8977	11 Spring Street **Freehold** NJ 07728	Section 8
NJ880	**CSPNJ** **Phone:** (732)780-1175 Fax: (732)780-8977	11 Spring Street **Freehold** NJ 07728	Section 8
NJ095	**Monmouth County** **Phone:** (732)431-6027 **Fax:** (732)431-6267	PO Box 3000 **Freehold** NJ 07728	Section 8
NJ069	Freehold HA **Phone:** (732)462-2421 Fax: (732)409-7075	107 Throckmorton Street **Freehold** NJ 07728	Low-Rent
NJ034	Garfield HA **Phone:** (973)340-4170 Fax: (973)772-7804	71 Daniel P Conte Court **Garfield** NJ 07026	Low-Rent
NJ051	**Glassboro HA** **Phone:** (856)881-5211 Fax: (856)696-0481	737 Lincoln Blvd. **Glassboro** NJ 08028	Both
NJ218	**Gloucester City HA** **Phone:** (856)456-5772 Fax: (856)456-6894	101 Market Street **Gloucester City** NJ 08030	Low-Rent
NJ036	**Guttenberg HA** **Phone:** (201)861-0900 **Fax:** (201)861-4521	6900 Broadway **Guttenberg** NJ 07093	Both
NJ067	**Bergen County HA** **Phone:** (201)336-7600 Fax: (201)336-7660	One Bergen County Plaza 2nd Floor **Hackensack** NJ 07601	Both
NJ028	Hackensack HA **Phone:** (201)342-4280 Fax: (201)342-5044	65 First Street **Hackensack** NJ 07061	Low-Rent
NJ212	Hamilton Township HA **Phone:**	2090 Greenwood Avenue PO Box 00150	Section 8

	(609)890-3675 Fax: (609)890-3532	**Hamilton** NJ 08650	
NJ016	**Harrison HA** **Phone:** (973)483-1488 **Fax:** (973)483-4277	Harrison & Schuyler Avenue **Harrison** NJ 07029	Low-Rent
NJ044	**Highland Park HA** **Phone:** (732)572-4420 **Fax:** (732)985-6485	242 S 6th Avenue **Highland Park** NJ 08904	Both
NJ041	**Highlands HA** **Phone:** (732)872-2022 **Fax:** (732)291-8743	215 Shore Drive **Highlands** NJ 07732	Low-Rent
NJ045	Hightstown HA **Phone:** (609)448-2268 **Fax:** (609)426-9440	131 Rogers Avenue **Hightstown** NJ 08520	Low-Rent
NJ015	**Hoboken HA** **Phone:** (201)798-0370 **Fax:** (201)798-0164	400 Harrison Street **Hoboken** NJ 07030	Both
NJ037	Irvington HA **Phone:** (973)375-2121 **Fax:** (973)375-4581	101 Union Avenue **Irvington** NJ 07111	Both
NJ882	Jersey City Episcopal Cdc **Phone:** (201)209-9301 **Fax:**	779 Bergen Avenue **Jersey City** NJ 07306	Section 8
NJ009	**Jersey City Housing Authority** **Phone:** (201)706-4601 **Fax:** (201)706-4802	400 U.S. Highway #1 (Marion Gardens) Building #7 **Jersey City** NJ 07306	Both
NJ060	**Keansburg HA** **Phone:** (732)787-6151 **Fax:** (732)787-5204	Church **Keansburg** NJ 07734	Both
NJ054	**Lakewood Housing Authority** **Phone:** (732)364-1300 **Fax:** (732)367-3299	317 Sampson Avenue **Lakewood** NJ 08701	Both
NJ214			Section 8

	Lakewood Rap **Phone:** (732)367-0660 Fax: (732)367-6645	600 West Kennedy Boulevard PO Box 856 **Lakewood** NJ 08701	
NJ066	**Linden Housing Authority** **Phone:** (908)298-3820 Fax: (908)298-6990	1601 Dill Avenue **Linden** NJ 07036	Both
NJ011	**Lodi Housing Authority** **Phone:** (973)470-3650 Fax: (973)778-1429	50 Brookside Avenue **Lodi** NJ 07644	Both
NJ008	Long Branch HA **Phone:** (732)222-3747 Fax: (732)222-7501	Garfield Court **Long Branch** NJ 07740	Both
NJ105	Madison HA **Phone:** (973)377-0258 Fax: (973)377-5237	24 Central Avenue **Madison** NJ 07940	Both
NJ112	**Manville HA** **Phone:** (908)725-8943 Fax: (908)231-0955	325 Main Street **Manville** NJ 08835	Section 8
NJ081	**Middletown Housing Authority** **Phone:** (732)671-2990 Fax: (732)671-4828	1 Oakdale Drive **Middletown** NJ 07748	Both
NJ061	**Millville HA** **Phone:** (856)825-8860 Fax: (856)825-5283	1153 Holly Berry Lane PO Box 803 **Millville** NJ 08332	Both
NJ202	Buena HA **Phone:** (856)697-4852 Fax: (856)697-2642	600 Central Avenue **Minotola** NJ 08341	Low-Rent
NJ086	**Montclair HA** **Phone:** (973)509-4936 Fax: (973)509-4946	205 Claremont Avenue **Montclair** NJ 07042	Section 8
NJ023	**Morristown HA** **Phone:**		Both

	(973)292-4186 Fax: (973)292-4156	31 Early Street **Morristown** NJ 07960	
NJ092	**Morris County HA** **Phone:** (973)540-0389 **Fax:** (973)540-1914	99 Ketch Road **Morristown** NJ 07960	Both
NJ215	**Burlington County HA** **Phone:** (609)261-1000 **Fax:** (609)261-0737	795 Woodlane Road **Mount Holly** NJ 08060	Section 8
NJ048	**Neptune HA** **Phone:** (732)774-7692 **Fax:** (732)774-9456	1810 Alberta Avenue **Neptune** NJ 07753	Both
NJ114	Middlesex County **Phone:** (732)745-3025 **Fax:** (732)745-4117	Administration Building John F. Kennedy Square **New Brunswick** NJ 08910	Section 8
NJ022	**New Brunswick HA** **Phone:** (732)745-5157 **Fax:** (732)253-7799	7 Van Dyke Avenue **New Brunswick** NJ 08901	Both
NJ002	**Newark HA** **Phone:** (973)273-6600 **Fax:** (973)273-6636	500 Broad Street **Newark** NJ 07102	Both
NJ076	**Newton HA** **Phone:** (973)383-5191 **Fax:** (973)383-1181	32 Liberty Street **Newton** NJ 07860	Low-Rent
NJ004	North Bergen HA **Phone:** (201)868-8605 **Fax:** (201)295-3098	6121 Grand Avenue **North Bergen** NJ 07047	Both
NJ053	**Ocean City H A** **Phone:** (609)399-1062 **Fax:** (609)399-7590	204 Fourth Street **Ocean City** NJ 08226	Low-Rent
NJ110	**Old Bridge HA** **Phone:** (732)607-6383 **Fax:** (732)679-0894	2000 Route 18 North Suite 100 **Old Bridge** NJ 08857	Section 8

NJ025	**Orange Housing Authority** **Phone:** (973)675-1250 **Fax:** (973)675-6843	340 Thomas Boulevard **Orange** NJ 07050	Both
NJ013	**Passaic HA** **Phone:** (973)365-6330 **Fax:** (973)365-0017	52 Aspen Place **Passaic** NJ 07055	Both
NJ091	**Paterson DCD HA** **Phone:** (973)345-5650 **Fax:** (973)977-9085	Housing Authority of the City of Paterso 60 Van Houten Street **Paterson** NJ 07505	Section 8
NJ090	**Passaic County HA** **Phone:** (973)881-4369 **Fax:** (973)684-0317	401 Grand Street **Paterson** NJ 07505	Section 8
NJ021	**Paterson HA** **Phone:** (973)345-5650 **Fax:** (973)977-9085	60 Van Houten Street **Paterson** NJ 07505	Both
NJ074	**Penns Grove HA** **Phone:** (856)299-0101 **Fax:** (856)299-6736	Penn Towers South 40 South Broad Street **Penns Grove** NJ 08069	Both
NJ118	**Pennsauken HA** **Phone:** (856)663-0514 **Fax:** (856)665-6641	2400 Bethel Avenue **Pennsauken** NJ 08109	Section 8
NJ006	**Perth Amboy HA** **Phone:** (732)826-3110 **Fax:** (732)826-3111	881 Amboy Avenue **Perth Amboy** NJ 08862	Both
NJ024	**Phillipsburg HA** **Phone:** (908)859-0122 **Fax:** (908)859-1574	530 Heckman Street **Phillipsburg** NJ 08865	Low-Rent
NJ088	**Phillipsburg DCD** **Phone:** (908)454-5500 **Fax:** (908)213-9214	675 Corliss Avenue **Phillipsburg** NJ 08865	Section 8
NJ039	Plainfield HA **Phone:**		Both

	(908)769-6335 **Fax:** (908)753-2232	510 E Front Street **Plainfield** NJ 07060	
NJ059	**Pleasantville HA** **Phone:** (609)646-3023 **Fax:** (609)272-1405	156 N Main Street **Pleasantville** NJ 08232	Both
NJ027	Princeton HA **Phone:** (609)924-3448 **Fax:** (609)924-1663	50 Clay Street **Princeton** NJ 08542	Low-Rent
NJ032	**Rahway HA** **Phone:** (732)499-0066 **Fax:** (732)499-0070	165 E Grand Avenue **Rahway** NJ 07065	Both
NJ046	**Red Bank HA** **Phone:** (732)741-1808 **Fax:** (732)741-0104	52 Evergreen Terrace **Red Bank** NJ 07701	Both
NJ058	Salem HA **Phone:** (856)935-5022 **Fax:** (856)935-5290	205 7th Street **Salem** NJ 08079	Both
NJ106	**Sayreville HA** **Phone:** (732)721-8044 **Fax:** (732)721-0062	650 Washington Road **Sayreville** NJ 08872	Section 8
NJ083	**Secaucus HA** **Phone:** (201)867-2957 **Fax:** (201)867-9113	700 County Avenue **Secaucus** NJ 07094	Both
NJ042	Franklin HA **Phone:** (732)545-9430 **Fax:** (732)545-3667	25 Parkside Street **Somerset** NJ 08873	Both
NJ097	Somerville HA **Phone:** (908)725-2300 **Fax:** (908)725-2859	25 West End Avenue **Somerville** NJ 08876	Section 8
NJ035	**South Amboy HA** **Phone:** (732)721-1831 **Fax:** (732)721-0377	250 S Broadway **South Amboy** NJ 08879	Both
NJ017	**Summit HA** **Phone:** (908)273-6413 **Fax:** (908)273-3618	512 Springfield Avenue **Summit** NJ 07901	Low-Rent

NJ902	**NJ HMFA** **Phone:** (609)278-7400 **Fax:** (609)278-1173	637 South Clinton Avenue PO Box 18550 **Trenton** NJ 08650	Section 8
NJ912	**NJ DCA** **Phone:** (609)292-4080 **Fax:** (609)633-8084	101 South Broad Street PO Box 051 **Trenton** NJ 08625	Section 8
NJ005	Trenton HA **Phone:** (609)278-5042 **Fax:** (609)599-9827	875 New Willow Street **Trenton** NJ 08638	Low-Rent
NJ109	Union Township HA **Phone:** (973)761-0059 **Fax:** (973)761-0086	1976 Morris Avenue **Union** NJ 07083	Section 8
NJ026	**Union City HA** **Phone:** (201)864-1515 **Fax:** (201)864-7163	3911 Kennedy Boulevard **Union City** NJ 07087	Both
NJ063	**Vineland HA** **Phone:** (856)691-4099 **Fax:** (856)691-8404	191 W Chestnut Avenue **Vineland** NJ 08360	Both
NJ077	**Weehawken HA** **Phone:** (201)348-4188 **Fax:** (201)348-4457	525 Gregory Avenue **Weehawken** NJ 07086	Both
NJ030	**West New York HA** **Phone:** (201)868-6100 **Fax:** (201)868-3393	6100 Adams Street **West New York** NJ 07093	Both
NJ108	West Orange HA **Phone:** (973)325-4107 **Fax:** (973)325-6359	66 Main Street **West Orange** NJ 07052	Section 8
NJ064	**Haddon HA** **Phone:** (856)854-3700 **Fax:** (856)854-7122	25 Wynnewood Avenue **Westmont** NJ 08108	Low-Rent
NJ080	**Wildwood HA** **Phone:** (609)729-0220 **Fax:** (609)729-4168	3700 New Jersey Avenue **Wildwood** NJ 08260	Low-Rent
NJ033	**Woodbridge HA** **Phone:** (732)634-		Both

2750
Fax: (732)634-8421

20 Bunns Lane
Woodbridge
NJ 07095

Type: This indicates the type of program administered by a PHA. "Both" represents administration of both Section-8 and Low-rent programs.

skip navigation

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- PDF Help
- Privacy Policy
- Disclaimer
- Site Index
- Home

FFIEC Census Reports

Restart Search Report Help Census Info Sheet Census Windows Application

2015 FFIEC Census Report - Summary Census Demographic Information

State: 34 - NEW JERSEY (NJ)

County: 015 - GLOUCESTER COUNTY

Records 1 through 63 of 63

Data Report Links

Demographic (PDF) Income (PDF) Population (PDF) Housing (PDF)

*** Will automatically be included in the 2016 Distressed or Underserved Tract List**

Tract Code	Tract Income Level	Distressed or Under -served Tract	Tract Median Family Income %	2015 FFIEC Est. MSA/MD non-MSA/MD Median Family Income	2015 Est. Tract Median Family Income	2010 Tract Median Family Income	Tract Population	Tract Minority %	Minority Population	Owner Occupied Units	1- to 4-Family Units
5001.00	Moderate	No	78.33	$86,400	$67,677	$65,089	4288	13.55	581	1201	1504
5002.01	Middle	No	94.49	$86,400	$81,639	$78,516	2537	7.61	193	934	1052
5002.02	Middle	No	92.36	$86,400	$79,799	$76,746	4943	13.31	658	1442	1666
5002.03	Middle	No	104.92	$86,400	$90,651	$87,181	4727	9.44	446	1566	1608
5002.04	Upper	No	141.29	$86,400	$122,075	$117,407	6070	17.76	1078	1438	1696
5002.05	Middle	No	84.82	$86,400	$73,284	$70,481	3400	12.79	435	1369	1453
5003.00	Middle	No	84.65	$86,400	$73,138	$70,341	3036	5.20	158	961	1138
5004.00	Moderate	No	73.58	$86,400	$63,573	$61,147	6097	49.19	2999	1346	2256
5005.00	Middle	No	97.78	$86,400	$84,482	$81,250	4899	8.47	415	1547	1819
5006.00	Upper	No	131.63	$86,400	$113,728	$109,375	9555	13.49	1289	3640	3162
5007.01	Middle	No	105.61	$86,400	$91,247	$87,757	7968	6.93	713	2760	2889
5007.02	Middle	No	107.52	$86,400	$92,897	$89,343	5781	6.30	364	1884	2140
5007.03	Middle	No	107.39	$86,400	$92,785	$89,236	1448	6.15	89	481	530
5008.00	Upper	No	135.86	$86,400	$117,383	$112,891	2278	4.52	103	724	852
5009.00	Middle	No	110.31	$86,400	$95,308	$91,667	3055	8.67	265	1032	1154
5010.01	Middle	No	96.85	$86,400	$83,679	$80,476	2175	31.72	690	704	878
5010.02	Moderate	No	77.22	$86,400	$66,718	$64,167	4244	52.57	2231	889	1476
5010.03	Middle	No	90.02	$86,400	$77,777	$74,803	3755	27.35	1027	1124	1486
5011.01	Moderate	No	73.15	$86,400	$63,202	$60,784	4052	33.32	1350	1217	1348
5011.02	Middle	No	96.81	$86,400	$83,644	$80,448	6697	27.77	1860	1943	2344
5011.03	Middle	No	94.73	$86,400	$81,847	$78,715	5517	19.67	1085	1781	1929
5011.04	Middle	No	91.49	$86,400	$79,047	$76,023	3193	16.13	515	995	1026
5011.05	Moderate	No	78.57	$86,400	$67,884	$65,288	2739	26.10	715	571	867
5011.06	Middle	No	97.74	$86,400	$84,447	$81,216	3742	38.86	1454	1160	1261
5011.07	Middle	No	91.56	$86,400	$79,108	$76,085	1621	8.48	392	1463	1669
5012.01	Upper	No	141.14	$86,400	$121,945	$117,277	6254	11.05	691	1820	1927
5012.02	Upper	No	135.18	$86,400	$116,796	$112,330	4787	9.42	451	1437	1489
5012.03	Middle	No	92.84	$86,400	$80,214	$77,143	3369	6.62	223	1184	1144
5012.04	Middle	No	96.00	$86,400	$82,944	$79,776	3857	10.29	397	1234	1275
5012.05	Upper	No	153.31	$86,400	$132,460	$127,396	2958	17.04	504	939	901
5012.06	Middle	No	89.35	$86,400	$77,198	$74,250	3940	16.22	639	960	1105
5012.08	Upper	No	122.89	$86,400	$106,177	$102,113	3984	9.01	359	1473	1291
5012.09	Middle	No	88.83	$86,400	$76,749	$73,813	7022	24.44	1716	1457	1614
5012.10	Middle	No	113.82	$86,400	$98,340	$94,583	3698	12.17	450	1173	1190
5012.12	Middle	No	93.92	$86,400	$81,147	$78,043	3927	25.41	998	1213	1239
5012.13	Upper	No	134.72	$86,400	$116,398	$111,949	4763	13.12	625	1475	1466
5013.01	Middle	No	118.35	$86,400	$102,254	$98,341	3503	5.31	186	1007	1181
5013.02	Middle	No	102.67	$86,400	$88,707	$85,313	2780	7.63	212	776	1192
5013.03	Upper	No	123.35	$86,400	$106,574	$102,500	2728	3.96	108	718	916
5014.02	Moderate	No	59.52	$86,400	$51,425	$49,464	3564	49.47	1763	500	1076
5014.03	Middle	No	93.57	$86,400	$80,844	$77,750	3742	33.75	1263	1053	1299
5014.04	Moderate	No	69.80	$86,400	$60,307	$58,000	2895	16.44	476	202	299
5014.05	Middle	No	108.97	$86,400	$94,150	$90,550	3871	21.14	818	1381	1424
5014.06	Moderate	No	70.11	$86,400	$60,834	$58,510	4508	30.17	1360	1251	1459
5015.00	Middle	No	85.43	$86,400	$73,812	$70,989	8179	28.16	2303	2233	2657
5016.03	Moderate	No	79.43	$86,400	$68,628	$66,000	6545	17.65	1155	1982	2273
5016.04	Middle	No	91.10	$86,400	$78,710	$75,700	7654	25.02	1915	1647	2336
5016.05	Middle	No	102.12	$86,400	$88,232	$84,858	4519	22.57	1020	1523	1769
5016.06	Middle	No	102.53	$86,400	$88,586	$85,197	6911	24.57	1698	2043	2284
5016.08	Middle	No	83.39	$86,400	$72,049	$69,294	5126	20.70	1061	1778	2040
5016.09	Upper	No	137.34	$86,400	$118,662	$114,122	5374	28.19	1515	1521	1592
5017.01	Middle	No	105.52	$86,400	$91,169	$87,679	5381	15.22	819	1596	1777
5017.02	Middle	No	106.87	$86,400	$92,336	$88,801	2616	10.82	283	802	930
5017.03	Middle	No	90.37	$86,400	$78,080	$75,094	4634	17.78	827	1429	1561

5017.04	Middle	No	85.82	$86,400	$76,740	$73,804	1173	11.63	486	1312	1598
5018.00	Middle	No	80.68	$86,400	$69,708	$67,045	1553	10.24	159	480	622
5019.00	Middle	No	89.55	$86,400	$77,371	$74,412	4217	21.84	921	1369	1483
5020.01	Upper	No	161.15	$86,400	$139,216	$135,889	5641	11.45	645	1200	1393
5020.02	Upper	No	130.63	$86,400	$112,882	$108,563	5776	11.41	773	1651	2086
5021.00	Upper	No	137.04	$86,400	$118,403	$113,375	3161	10.50	332	801	920
5022.00	Upper	No	161.65	$86,400	$122,386	$117,708	10200	21.15	2157	2556	2795
5023.00	Middle	No	84.30	$86,400	$72,833	$70,050	2584	35.60	925	614	871
5024.00	Upper	No	121.17	$86,400	$104,697	$100,688	6043	20.84	1259	1991	2235

HUD Affirmatively Furthering Fair Housing Data and Mapping Tool



Name: Map 6 - Housing Choice Vouchers and Race/Ethnicity

Description: Housing Choice Voucher map with race/ethnicity dot density map and R/ECAPs

Jurisdiction: Gloucester County (HOME Consortium)

Region: Philadelphia-Camden-Wilmington, PA-NJ-DE-MD

AVAILABLE INFORMATION UPON REQUEST:

I) **OWNER INFORMATION:**

HAVE OWNER CALL A HOUSING REPRESENTATIVE FOR A PACKET OF INFORMATION THAT WILL BE MAILED.

II) **FAMILIES INCLUDING A DISABLED INDIVIDUAL:**

CALL YOUR PROCESSOR FOR A CURRENT LISTING OF ACCESSIBLE UNITS THAT MAY BE AVAILABLE.

POLICY ON PROVIDING INFORMATION TO OWNERS

The Authority must provide owners with the family's current address, current landlord, and prior landlord. The Authority has no liability or responsibility to the owner or the other persons for the family's behavior or the family's conduct in tenancy.

REQUESTING AN EXCEPTION TO

OCCUPANCY STANDARDS

The established occupancy standards of the Gloucester County Housing Authority as described in the Administrative Plan are as follows: There shall be at least one bedroom or living/sleeping room of appropriate size for each two persons. Persons of the opposite sex, other than husband and wife or very young children, shall not be required, but may choose to occupy the same bedroom or living/sleeping room.

Exceptions of the above occupancy standards may be granted by the Housing Authority if it makes a determination that the exception is justified by the age, sex, health, handicap, or relationship of family members or other individuals circumstances.

GLOUCESTER COUNTY CENSUS TRACT MAP

