

# MANAGEMENT PLAN

## **COLONIAL PARK APARTMENTS**

401 SOUTH EVERGREEN AVENUE WOODBURY, NEW JERSEY 08096



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## **Article I. Owner and Managing Agent**

Colonial Park LP (CPLP) is owner of Colonial Park Apartments. Seniors Housing Development Corporation (SHDC) is the majority shareholder of eMurphyg Inc., the general partner of CPLP. SHDC is an instrumentality of the Housing Authority of Gloucester County (HAGC). As an instrumentality of HAGC, the management and affairs of SHDC are conducted by HAGC.

This Management Plan (“Plan”) more particularly describes the functions of HAGC. Should there be any discrepancies between this Plan and the Self-Management Agreement between the New Jersey Housing and Mortgage Finance Agency (NJHMFA) and SHDC (“Management Agreement”), the Management Agreement shall prevail.

SHDC/HAGC shall perform the services described herein in accordance with the Management Agreement, all applicable laws, and all applicable U.S. Department of Housing and Urban Development (HUD) and NJHMFA regulations.

## **Article II. Project Description**

Colonial Park Apartments is a smoke-free, high-rise building located at 401 South Evergreen Avenue, Woodbury, New Jersey 08096. The building consists of one hundred, ninety-nine (199) assisted, one-bedroom units designated for elderly families, one unassisted, and one-bedroom unit for the Building Superintendent. The building also includes common areas consisting of laundry room facilities and a community room. HAGC management offices are located on the first floor of the building. The property upon which the building is located includes common areas consisting of onsite parking, drive aisles, walkways, and an outdoor designated smoking area.

## **Article III. Management and Operations**

The provisions of this Plan shall commence upon the adoption by Board Resolution of SHDC, HAGC and eMurphyg Inc. The administration of Colonial Park Apartments shall be consistent with the rules and regulations established by HUD and NJHMFA.

In the absence of specific rules, regulations, or procedures not addressed by HUD or NJHMFA, or in this Plan, the policies and procedures of HAGC as adopted by the HAGC Board of Commissioners shall prevail.

HAGC shall operate the Project exclusively for tenants meeting the eligibility criteria, as determined by HUD and in compliance with the Housing Assistance Payment (HAP) Contract, the Third Amended and Restated Partnership Agreement of CPLP, and regulations consistent with properties eligible for low-income housing tax credits.

## **Article IV. Key Personnel**

### **Section 4.01 Executive Director**

HAGC shall employ a competent Executive Director who shall be a certified Public Housing Manager, and who shall be responsible for overall administration of the Management Agreement and this Plan, including the operating departments of HAGC that will carry out this Plan. The Executive Director shall supervise all operating departments through various managers, act as Contracting

Officer, prepare annual budgets, administer reserve and escrow accounts, invest funds, administer insurance programs and carry out the overall affairs of the Project. The Executive Director shall, from time to time, meet with and confer with CPLP and provide to CPLP information and reports as may be required.

#### **Section 4.02 Affordable Housing Operations Director**

The Affordable Housing Operations Director (AHO Director) shall be responsible for all maintenance, utilities, contracted services, housekeeping, grounds, maintenance, general upkeep and security of the Project and its tenants. The AHO Director shall be responsible for the enforcement of terms/conditions of leases and aid in maintaining full occupancy of the building.

The AHO Director shall maintain the Project consistent with New Jersey and federal law. In those instances where major expenses are necessary to carry out requirements of the law, the AHO Director shall consult with the Executive Director prior to incurring such expenses unless any imminent emergency threatens life or property.

The AHO Director shall review all annual inspections of units and other inspection reports and file same with the Occupancy Specialist Manager for placement into tenant files. All necessary repairs shall be performed in a timely manner. Tenants shall be charged for damage to their unit in excess of ordinary wear and tear in accordance with a posted schedule of charges.

The AHO Director, or designee, shall conduct an annual inspection of the building in accordance with prevailing requirements and report findings to the Executive Director and take appropriate action to correct maintenance deficiencies. The AHO Director shall meet with the Building Superintendent at least once monthly to review work order reports and conduct a walk-through inspection of common areas of the building. Building inspection deficiencies, such as lack of cleanliness or maintenance issues, shall be noted and the Building Superintendent directed to mitigate such deficiencies. Records shall be retained for a minimum of five (5) years.

The AHO Director shall take various actions as directed by the Executive Director and report to the Executive Director regarding the maintenance and condition of the Project.

#### **Section 4.03 Building Superintendent**

- A. The Building Superintendent shall be responsible for the day-to-day operations of the Project. The Building Superintendent reports to the AHO Director. The Building Superintendent shall supervise a staff which, may consist of:
1. Building Maintenance Worker (3).
  2. Maintenance Repairer (1).
  3. Part-time Painter (1).
  4. Security Guards (Unarmed)(5).
  5. Others as Assigned by the Executive Director or designee.

- B. The Building Superintendent's daily tasks include, but are not limited to:
1. Maintenance of a clean safe building.
  2. Repair/replacement of anything in disrepair.
  3. Management of contracted services.
  4. Elevator maintenance.
  5. Trash removal.
  6. Exterminator service.
  7. Grounds maintenance.
  8. Snow removal.
  9. Specialty contracts.
  10. Other, as determined by the Executive Director or designee.
  11. Management of staff assigned to building operations.
  12. Management, tracking and performance of work orders.
  13. Maintenance of utilities and building systems.
  14. Enforcement of lease with AHO Director.
  15. Securing quotations for contracted services.
  16. Preparing units for re-occupancy.
  17. Orienting new tenants to the building and its rules and regulations.
  18. Other duties as encompassed in job description or as assigned.
- C. Each unit shall be inspected at least annually, in accordance with the prevailing inspection standards, the Uniform Physical Conditions Standards (UPCS). The AHO Director shall designate an AHO staff member trained in UPCS to conduct the annual unit inspection. The Building Superintendent shall conduct an inspection at the time a tenant is vacating a unit and at the time a new tenant is taking occupancy of a unit. All inspections shall be recorded, in writing, and remedial actions taken as required.
- D. The Building Superintendent is authorized to make routine decisions independently without consulting the AHO Director. The Building Superintendent shall maintain daily contact with the AHO Director, review actions taken, report problems or needs. Policy decisions shall be deferred to the Executive Director, HAGC Board and SHDC.

- E. All incoming tenants will be given an orientation packet which explains the responsibilities of the tenants and the managing agent, and which addresses such items as trash removal systems, recycling, security procedures, unit appliances, dates when rent will be due, persons to contact for service and/or complaints. The Building Superintendent will guide the new tenant through the unit and explain the location and operation of the equipment.

**Article V. Maintenance and Repair**

HAGC staff will operate a Maintenance and Repair Program. HAGC has a standard program for preventative maintenance on all equipment. HAGC shall maintain a workshop on site, which will contain replacement parts for equipment, machinery, and appliances. When a tenant needs maintenance performed in their unit, tenant reports the needed maintenance by placing a work order through a work order phone number. Work orders are monitored and tracked through the unified work order system. The maintenance staff is expected to remediate work orders as soon as practical, based on priority. All emergency work orders will be abated immediately within twenty-four (24) hours. The history of work orders contained within the work order system shall be reviewed monthly by the Building Superintendent.

After a tenant vacates a unit, HAGC shall:

- A. Repaint the entire unit;
- B. Inspect the unit to ensure that everything is in proper operating condition;
- C. Have the unit treated by an exterminator, if necessary;
- D. Repair or replace all defective items; and
- E. Thoroughly clean the unit before re-renting.

A painting program will be maintained by the Building Superintendent as supervised by the AHO Director. All vacancies shall be repainted prior to re-occupancy and all other painted surfaces painted every three (3) to five (5) years subject to funding availability. The Building Superintendent will maintain a repainting log.

Trash will be deposited in the compactor chute and packaged in a service room on the ground floor. A recycling program will be in operation.

The following services shall be contracted:

- A. Grounds upkeep;
- B. Snow removal;
- C. Extermination; and
- D. Elevator Maintenance.

## **Article VI. Compensation**

SHDC shall earn a monthly management fee, in accordance with the Management Agreement, on the first day of each month for the duration of the Management Agreement.

## **Article VII. Financial Management**

The Executive Director shall oversee the financial operations of the Project, which are administered by the Finance Department. The Finance Director, who reports directly to the Executive Director, shall supervise a staff consisting of an Accounts Receivable Clerk, Accounts Payable Technician, Purchasing Technician, and Accountant. The Executive Director shall reserve the right to increase/decrease the staff size of the Finance Department.

The Finance Director will prepare a monthly general ledger and subsidiary ledgers. Monthly, the Finance Director, or designee, shall reconcile all bank accounts, subsidiary ledgers, and accounts to the general ledger and present a summary of such to the HAGC Board.

Additional financial management responsibilities:

- A. Year-end financial statements shall be prepared by the Finance Director within forty-five (45) days following the end of the fiscal year.
- B. All financial records shall be retained for five (5) years.
- C. Records requested by HUD or NJHMFA representatives shall be made available upon request.
- D. The Executive Director and Finance Director shall meet as necessary to resolve financial matters.
- E. A Monthly Operating Report (MOR) shall be prepared in NJHMFA format on a monthly basis. The MOR along with all supporting documentation shall be submitted to NJHMFA quarterly.

## **Article VIII. Budget**

Prior to the commencement of each fiscal year of CPLP, the Finance Director shall prepare a budget in NJHMFA format and submit it to NJHMFA for review and approval at least sixty (60) days prior to year-end.

At least forty (40) days prior to the commencement of each fiscal year of CPLP, the Finance Director shall prepare an operating budget of projected revenues and expenditures. The projected revenues shall be at least equal to the projected expenditures. The budget shall be prepared in accordance with the procedures established by HUD for low-income housing projects financed under the Section 8 New Construction Program of the United States Housing Act and any successor legislation thereto, the Low-Income Housing Tax Credit Program, and NJHMFA. Budgets may be amended during the course of a fiscal year in accordance with the provisions and subject to the limitations of the Management Agreement.

All budgets, and any subsequent revisions, shall be reviewed by the Executive Director. Included

in the budget shall be the management fees expected to be paid to SHDC, the anticipated audit fees, all amounts needed to maintain and operate the Project in accordance with the HAP Contract, the Management Agreement and applicable HUD regulations governing the Low-Income Housing Tax Credit Program.

#### **Article IX. Rent Collections**

The Accounts Receivable Clerk administers rent collections. Monthly, the AHO Director, or designee, shall prepare a current rent roll (for the subsequent month), with changes from the prior month indicated, and shall file same with the Finance Director no later than the last business day of each month. On or about the first day of the month, the Finance Director, or designee, rolls the month (which posts the rent and other charges to tenants' accounts).

Tenant rent may be deposited in the designated rent collection box at the Project site. Tenants may also pay rent at HAGC's Administrative Office, 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. Monday-Friday, except legal holidays, which are posted in advance. Upon receipt of funds, a receipt is posted to the respective tenant's subsidiary accounts receivable ledger.

The Accounts Receivable Clerk prepares and makes deposits, within a business day of collection, and posts to the "Daily Statement of Operations" (referred to as the Tenant Analytical) within twenty-four (24) hours of collection. Bank deposits may be made in night deposit. The Tenant Analytical functions as a manual control "Accounts Receivable" ledger. The Tenant Analytical is agreed to the electronic accounts receivable ledger each day collections occur.

Partial payments will be accepted; however, payment in full is expected. If a tenant has not paid their rent and other fees by the thirteenth (13<sup>th</sup>) of the month, and after having been afforded an informal hearing in accordance with HAGC's Grievance Policy, HAGC shall file for eviction on the fourteenth (14<sup>th</sup>) of the month, unless the informal hearing or other information or activity precludes that action as determined by the AHO Director or Executive Director.

#### **Article X. Project Revenue**

The AHO Director, or designee, shall prepare a monthly HUD Form 52670 and 52670A, which requests payment of the Project rental assistance on behalf of the tenants, for each respective month. Copies of the 52670 and 52670A are filed with the Executive Director and HUD's Contract Administrator. The AHO Director, or designee, electronically submits through TRACS Mail the HUD Forms and appropriate 50059s by the tenth (10<sup>th</sup>) day of each month for the subsequent month. HUD and/or HUD's Contract Administrator transfers the funds directly to the CPLP Account.

HAGC shall collect Project revenue in accordance with the procedures described in Article IX above and deposit such revenue into the operating account (a checking account) within three (3) business days. All security deposits shall be deposited into a separate security deposit bank account in accordance with New Jersey law.

#### **Article XI. Purchases**

Procurement for the Project will be conducted by applicable HAGC staff in accordance with the controlling documents (such as regulatory agreements and partnership documents) and NJHMFA's procurements and guidance.

Routine purchases for maintenance and repair of the building fixtures and equipment will be arranged by and consistent with HAGC's Procurement Policy, except that the New Jersey Local Public Contracts Law does not apply. The Executive Director, as HAGC's Contracting Officer, shall approve certain purchases prior to issuance of purchase orders per HAGC's Procurement Policy.

Non-routine purchases, such as replacement of equipment, betterments, and additions to the structure and equipment shall have the prior approval of CPLP and shall be subject to availability of funds.

## **Article XII. Accounts Payable**

The AHO Director and Finance Director shall approve routine claims for payment. All Accounts Payable will be vouched in a manner as prescribed in HAGC's Procurement Policy, except that the New Jersey Local Public Contracts Law does not apply. All disbursements shall be in accordance with the current budget. The Accounts Payable Technician shall prepare checks on a weekly basis. The HAGC Board shall acknowledge all disbursements through review of the interim and routine bill lists at the monthly HAGC Board meetings.

Routine payables of a timely nature may be paid on an interim bill list and include, but are not limited to, utility bills, travel activities for official travel, interfund transfers, payroll, payroll taxes, health benefits, pension fund payments, union dues, and similar payables.

Apportionment of costs shall be consistent with HAGC's Cost Allocation Policy as approved by the HAGC Board.

Checks in excess of One Thousand Dollars (\$1,000.00) require two (2) signatures. Also, expenditures in excess of Twenty-Five Thousand Dollars (\$25,000.00) will be forwarded to NJHMFA for review and pre-approval pursuant to NJHMFA policy.

The Executive Director shall obtain prior approval from CPLP before expending more than Ten Thousand Dollars (\$10,000.00), in any one instance, for labor, materials, or otherwise in connection with the maintenance and repair of the Project, except for recurring expenses within the limits of the budget or emergency repairs. In the event of an emergency, the Executive Director, or designee, shall notify CPLP of any emergency as soon as possible.

## **Article XIII. Audit**

The Executive Director shall request proposals for an independent audit of CPLP and SHDC, in accordance with the appropriate HUD and NJHMFA regulatory requirements.

Annually, upon selection of an independent public accountant by the HAGC Board, a contract for audit shall be awarded to a responsible firm submitting a proposal. The scope of the audit shall be consistent with federal and state regulations as amended from time to time. An audit engagement letter will be forwarded to NJHMFA for review and approval at least six (6) months prior to year end. HAGC staff shall cooperate with the auditor to conclude the audit in the earliest practical time.

SHDC shall cause the completed audits to be filed with HUD and NJHMFA following approval of SHDC or the SHDC Audit Committee and/or HAGC's Audit Committee. The annual audit shall

be submitted to NJHMFA within ninety (90) days after year end.

SHDC, HAGC, and the Executive Director shall take action to correct any audit finding. Progress in correcting audit findings shall be reported to SHDC and HAGC, as requested.

**Article XIV. Waiting List, Tenant Selection, and Assignment**

HAGC shall determine eligibility and select and admit applicant families into Colonial Park Apartments in accordance with the terms of the HAP Contract.

HAGC will accept pre-applications on an ongoing basis between the hours of 8:00 a.m. and 5:00 p.m. on regular business days. Pre-applications may be received by mail or in person at the following locations:

- Colonial Park Apartments  
401 S. Evergreen Avenue, Woodbury, New Jersey 08096
- Carino Park Apartments  
100 Chestnut Street, Williamstown, New Jersey 08094
- Deptford Park Apartments  
120 Pop Moylan Blvd, Deptford, New Jersey, 08096
- Shepherds Farm Apartments  
981 Grove Road, West Deptford, New Jersey 08086
- HAGC Administrative Office  
100 Pop Moylan Blvd., Deptford, New Jersey 08098

Pre-applications may also be received online through HAGC's on-line application portal at [www.hagc.org](http://www.hagc.org)

Upon acceptance of a pre-application, the applicant shall be placed on the waiting list. Once an applicant reaches the top of the waiting list, HAGC will send the applicant a letter to schedule an appointment for eligibility determination, at which time, the applicant will submit a formal application for assistance.

The Intake Supervisor is responsible for maintaining all pre-applications. The waiting list is organized by date and time of pre-application, in accordance with the preferences stated below. The waiting list shall indicate whether or not applicants are elderly or disabled and in need of a barrier-free unit.

The administration of the waiting list shall be consistent with this Plan and HAGC policies. The Executive Director shall have the authority to close the waiting list if the Executive Director has determined the average wait to be excessive. HAGC must publish a notice in a newspaper of general circulation providing thirty (30) days notice of the opening and closing of the waiting list. In the case of closing the waiting list, the notice must state the reasons why pre-applications will no longer be accepted.

Applicants with disabilities may submit their pre-applications and formal applications through an alternative means upon the request and approval of a reasonable accommodation in accordance with this Plan and applicable law.

## **Article XV. Local Preference**

A local preference will be given to applicants whose head or spouse at the time of registration are residents of, working in, or hired to work in HAGC's operating jurisdiction. Please note the following with respect to how the local preference shall be administered.

- A. An applicant who is a resident of or works in HAGC's operating jurisdiction on the day their application is received by HAGC will be eligible for the local preference. If the applicant does not live or work in HAGC's operating jurisdiction at the time of eligibility determination, the applicant retains the local preference effective the date the application was received by HAGC. HAGC must be able to obtain objective, third party documentation of the residence or employment at the time of application.
- B. An applicant who lives and works outside HAGC's operating jurisdiction is not eligible for the local preference.
- C. An applicant who lives and works outside HAGC's operating jurisdiction on the day their application is received by HAGC will be entitled to the local preference if the applicant notifies HAGC in writing that the applicant has moved into or obtained employment in HAGC's operating jurisdiction. The applicant must, at the time of eligibility determination, live or work within HAGC's operating jurisdiction. HAGC must be able to obtain objective, third party documentation that the applicant has moved into or works within HAGC's operating jurisdiction.
- D. An applicant who lives and works outside HAGC's operating jurisdiction on the day their application is received by HAGC and subsequently notifies HAGC that the applicant has moved into or begun working within HAGC's operating jurisdiction, but is not a resident of or working within HAGC's operating jurisdiction at the time of eligibility determination, shall be denied a local preference.
- E. An applicant who is homeless will receive a local preference if the applicant can document to HAGC's satisfaction that the applicant lived or worked in HAGC's operating jurisdiction immediately prior to becoming homeless.
- F. Applicants with physical disabilities will be given priority consideration for units with physical modifications suited for their disability.
- G. HAGC's operating jurisdiction is comprised of the following municipalities:
  - 1. Clayton (Boro.)
  - 2. Deptford (Twp.)
  - 3. East Greenwich (Twp.)
  - 4. Elk (Twp.)
  - 5. Franklin (Twp.)
  - 6. Glassboro (Boro.)
  - 7. Greenwich (Twp.)
  - 8. Harrison (Twp.)
  - 9. Logan (Twp.)
  - 10. Mantua (Twp.)

11. Monroe (Twp.)
12. National Park (Boro.)
13. Paulsboro (Boro.)
14. Swedesboro (Boro.)
15. Washington (Twp.)
16. West Deptford (Twp.)
17. Westville (Boro.)
18. Woodbury (City)
19. Woodbury Heights (Boro.)
20. Woolwich (Twp.)

**Article XVI. Program Eligibility**

- A. For admission into Colonial Park Apartments, all applicants must meet the definition of an elderly family which, as defined by HUD regulations, means a family whose head or spouse or sole member is a person who is at least sixty-two (62) years of age. It may include two (2) or more persons who are at least sixty-two (62) years of age, living together, or one person who is at least sixty-two (62) years of age living with one live-in-aide.
  
- B. Applicants and tenants must disclose social security numbers for all family members, except those who do not contend eligible immigration status, and tenants age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010, and provide verification of the complete and accurate Social Security Number assigned to them in accordance with HUD regulations. Pursuant to 24 CFR 5.214, "Social Security Number" means the nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.
  
- C. All applicants shall complete a **Family Summary Sheet and Declaration of Section 214 Status forms**. The applicant must provide verification of citizenship and noncitizens must provide proof of immigration status. HAGC will verify the immigration status through INS/SAVE. Applicants may request an appeal in accordance with HAGC's Grievance Policy with respect to denials/terminations regarding citizenship and immigration status. A temporary deferral shall be granted to the family if one of the following conditions is met.
  1. The family demonstrates reasonable efforts to find other affordable housing of appropriate size have been unsuccessful; or
  2. The vacancy rate for affordable housing of appropriate size is below five percent (5%) in the housing market; or
  3. The Gloucester County Consolidated Plan indicated the local jurisdiction's housing market lacks sufficient affordable housing opportunities for one-bedroom households with income similar to the family seeking the deferral.
  
- D. All applicants must meet the eligibility requirements as specified in HAGC's One Strike & You're Out Policy. All applicants will undergo state lifetime sex offender registration checks using databases that check against all state registries.

- E. When processing an application, HAGC will conduct an Existing Tenant Search in the Enterprise Income Verification (EIV) system to verify that the applicant and all members of the household are not currently residing in subsidized housing. HAGC will resolve and document any dual subsidy issues prior to occupancy. In accordance with HAGC's Enterprise Income Verification (EIV) System Security and Procedures Policy, HAGC shall also verify the income of the applicant and all members of the household utilizing the EIV system.
- F. Applicants whose income does not exceed sixty percent (60%) of the area median income (low-income) for the appropriate family size, as determined by HUD, are eligible for assistance. Income limits can be reviewed at HUD's website, [www.hudusers.gov/portal/datasets/il.html](http://www.hudusers.gov/portal/datasets/il.html). However, in accordance with the Quality Housing and Work Responsibility Act, the admissions into Colonial Park Apartments, which are funded under the Section 8 New Construction Program, must adhere to the following income targeting requirements: Not less than forty percent (40%) of new families admitted must have incomes at or below thirty percent (30%) of the area median income (extremely low income family) for the appropriate family size, as determined by HUD. In order to achieve compliance with the income targeting requirements, HAGC shall monitor the waiting list monthly to confirm that the Project's waiting list in standard chronological order will achieve the admissions necessary to meet the income targeting requirements of not less than forty percent (40%) of new families admitted having income at or below thirty percent (30%) of the area median income. If HAGC's monthly review reveals that admission of extremely low-income applicants are below the forty percent (40%) requirement, HAGC will temporarily skip on the waiting list families with incomes greater than thirty percent (30%) of the area median income. Once the new admissions exceed the forty percent (40%) requirement, those families that had been temporarily skipped, with incomes greater than thirty percent (30%) of the area median income, but who still meet the other income eligibility criteria as described below, will be selected from the waiting list. The number of families selected from the group that had been temporarily skipped will vary in order to be in compliance with the requirement that at least forty percent (40%) of the new families admitted must have incomes at or below thirty percent (30%) of the area median income.
- G. In determining the eligibility of a student enrolled at an institution of higher education, HAGC will utilize the "Student Verification Form." An Independent Student shall be defined as any of the following:
1. The individual is twenty-four (24) years of age or older by December 31, of the award year;
  2. The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care or a ward of the court at any time when the individual was thirteen (13) years of age or older;
  3. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence;
  4. The individual is a veteran of the Armed Forces of the United States (as defined by the Higher Education Act) or is currently serving on active duty in the Armed Forces for other than training purposes;

5. The individual is a graduate or professional student;
6. The individual is a married individual;
7. The individual has legal dependents other than a spouse; or
8. The individual has been verified during the school year in which that application is submitted as either an unaccompanied youth who is a homeless child or youth, as defined under the McKinney-Vento Homeless Assistance Act, or as unaccompanied, at risk of homeless and self-supporting by:
  - (a) A local educational agency homeless liaison designated pursuant to the McKinney-Vento Homeless Assistance Act;
  - (b) A director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;
  - (c) A director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director;
  - (d) A financial aid administrator; or
  - (e) The individual is a student for whom a financial aid administrator made a documented determination of independence by reason of other unusual circumstances.

HAGC will further utilize the Student's Independence Verification Requirements as set forth in HUD's guidance contained within Federal Register, 81 *F.R.* 64932, September 21, 2016, which provides that HAGC will verify a student's independence from his or her parents to determine that the student's parents' income is not relevant for determining the student's eligibility for assistance by doing all the following:

1. Reviewing and verifying previous address information to determine evidence of a separate household or verifying the student meets the U.S. Department of Education's definition of "independent student;"
2. Reviewing a student's prior year income tax return to verify the student is independent or verifying the student meets the U.S. Department of Education's definition of "independent student;" and
3. Verifying income provided by a parent by requiring a written certification from the individual providing the support.

H. Other income eligibility criteria:

1. In accordance with the applicable fraction regulations of the Low-Income Housing Tax Credit Program, at any given time, the annual household income for two (2) units may not exceed eighty percent (80%) of the area median income.

2. The number of families selected from the group that had been temporarily skipped (as described in subsection F above) will vary in order to be in compliance with the requirement that at least forty percent (40%) of the new admissions must have incomes at or below thirty percent (30%) of the area median income, no more than twenty-five (25%) are at or below eighty percent (80%) of the area medium income, and the remaining new admissions have incomes at or below fifty percent (50%) of the area median income (very low-income).
3. The AHO Director, or designee, shall be responsible for monitoring the income targeting requirements. Reports will be generated bimonthly on the first and third Fridays of each month to document and monitor compliance with the income targeting requirements.
4. Applicants must meet the eligibility requirements of the Low-Income Housing Tax Credit Program to be considered for admission and may be subject to approval of NJHMFA.

### **Article XVII. Tenant Suitability Criteria**

Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in non-compliance with the Colonial Park Apartments Lease. HAGC will consider past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have detrimental effect on the Project environment, other tenants, HAGC employees, or other people residing in the immediate vicinity of the Project. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria. All references herein to criminal background checks, and the use thereof, shall comply with Article XVIII.

HAGC shall utilize an agency to perform credit/criminal background checks, prior landlords to check rental history, and a criminal background check through the local police with notification to and written consent of the applicant. If any negative items are noted by HAGC regarding an applicant, HAGC reserves the right not to house the family.

HAGC will consider objective and reasonable aspects of the family's background, which may include the following:

- A. Applicant's past performance in meeting financial obligations, especially rent. The applicant's FICO score cannot be below five hundred (500) if the applicant has a credit history.
- B. Criminal background checks.
- C. Pattern of violent behavior, including evidence of repeated acts of violence on the part of an individual, or of a pattern of conduct constituting a danger to peaceful occupation of neighbors.
- D. Confirmed drug addiction, including evidence of confirmed drug addiction, such as reports from a probation officer, a social agency, or the family itself to the effect that the individual is addicted. In cases where the confirmed addict is undergoing follow-up treatment by a professional agency after discharge from an institution, the applicant shall not be considered ineligible by reason of a confirmed drug addiction.

- E. Rape or sexual deviation, including individuals who have been involved as offenders in rape, indecent exposure, sodomy, carnal abuse and impairing the morals of a minor. Exception is permitted in the case of an individual under sixteen (16) years of age when the individual was involved in such offense and evidence from a reliable source shows that the individual may be considered rehabilitated.
- F. A record of serious disturbance to neighbors, which may include items such as patterns of behavior that endanger the life, safety, or welfare of other persons by physical violence, gross negligence, or irresponsibility. A record of destruction of property which may include items such as damage to the equipment or premises in which the applicant resided. A record of other disruptive or dangerous behavior such as seriously disturbing neighbors or disrupting sound family and community life that indicates the applicant's inability to adapt to living in a multi-family setting. A record of other items which HAGC may consider include neglect of children which endangers their health, safety or welfare, judicial determination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or alcohol abuse or frequent loud parties, which have resulted in serious disturbance to neighbors.

In deciding whether to accept tenancy for the family, HAGC has discretion to consider all of the circumstances in each case and the extent of participation of individual family members. HAGC may impose, as a condition of tenancy, a requirement that family members who participated in or were culpable for the action or failure to act will not reside in the unit.

- G. HAGC shall also consider evidence of rehabilitation, and the applicant family's participation in or willingness to participate in social services or other appropriate counseling service programs.
- H. HAGC retains the right to perform criminal background checks and unit inspections if determined necessary during the term of tenancy.

**Article XVIII. Screening Applicants for Tenant Suitability Based on Criminal Activity**

New Jersey's Fair Chance in Housing Act, *N.J.S.A.* 46:8-52 to 64 (FCHA), limits HAGC's ability, in its capacity as a housing provider, to consider an Eligible Applicant's criminal history in deciding whether to extend an offer or whether to rent a unit after extending an offer. HAGC will not consider, or request from an Eligible Applicant or any other person or entity, any information about an Eligible Applicant's criminal history as part of the application process until and unless a conditional offer of housing has been made by HAGC.

After making a conditional offer of housing to an Eligible Applicant, HAGC shall review and consider:

- A. Whether an Eligible Applicant has a conviction for the manufacture or production of methamphetamine on the premises of federally assisted housing, or whether an Eligible Applicant has a lifetime registration requirement under a state sex offender registration program; and
- B. An Eligible Applicant's criminal record in determining whether to rent a unit, in accordance with the FCHA and its accompanying rules as provided below.

1. HAGC will not evaluate or consider any of the following criminal records:
  - (a) Arrests or charges that have not resulted in a criminal conviction;
  - (b) Expunged convictions;
  - (c) Convictions erased through executive pardon;
  - (d) Vacated and otherwise legally nullified convictions;
  - (e) Juvenile adjudications of delinquency; and
  - (f) Records that have been sealed.
  
2. HAGC may consider, after the issuance of a conditional offer, a criminal record that:
  - (a) Resulted in a conviction for murder, aggravated sexual assault, kidnapping, arson, human trafficking, sexual assault, endangering the welfare of a child in violation of N.J.S. 2C:24-4(b)(3);
  - (b) Resulted in a conviction for any crime that requires lifetime state sex offender registration;
  - (c) Is for any 1st degree indictable offense, or release from prison for that offense, within the past 6 years;
  - (d) Is for any 2nd or 3rd degree indictable offense, or release from prison for that offense, within the past 4 years; or
  - (e) Is for any 4th degree indictable offense, or release from prison for that offense, within the past one year.

HAGC may withdraw a conditional offer based on an Eligible Applicant's criminal record only if HAGC determines, by a preponderance of the evidence, that the withdrawal is necessary to fulfill a substantial, legitimate, and nondiscriminatory interest.

HAGC utilizes a third-party vendor to conduct criminal records checks on its behalf in accordance with the requirements of federal law as stated above governing Program eligibility. Therefore, HAGC does receive criminal history inquiries from its third-party vendor that reveal records that are not permitted to be considered under the FCHA; however, HAGC does not rely upon such records in making a determination about tenant suitability in compliance with the FCHA.

Eligible Applicants subjected to the withdrawal of a conditional offer of housing due to criminal history have the right to request and receive the materials relied upon by HAGC in determining to withdraw a conditional offer.

In response to a conditional offer of housing and as part of HAGC's New Jersey Supplemental Application (Supplemental Application) provided with such offer, Eligible Applicants have the right to dispute the relevance and accuracy of any criminal record, and to offer evidence of any mitigating facts or circumstances, including but not limited to rehabilitation and good conduct since the criminal

offense. Eligible Applicants may also provide evidence demonstrating inaccuracies within aspects of a criminal record which may be considered under the FCHA, or evidence of rehabilitation or other mitigating factors to HAGC at any time, including after the submission of the Supplemental Application.

#### **Article XIX. Denial of Assistance**

HAGC shall deny assistance to applicant families who do not meet the eligibility or suitability described in this Plan, or in HUD Occupancy Handbook 4350.3 REV-3, as amended. The AHO Director, or designee, must notify said applicant in writing of the denial and the reason for such denial. Applicants may request an informal hearing in accordance with HAGC's Grievance Policy or One Strike & You're Out Policy, as applicable.

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

- A. There is no response to the Interview Letter within ten (10) calendar days of the date of the Interview Letter.
- B. The applicant family misses two (2) scheduled interview appointments.
- C. The applicant family has notified HAGC in writing that the applicant family is no longer interested in the Program.
- D. The applicant family fails to notify HAGC in writing of any address changes.
- E. The applicant family does not meet either the eligibility or suitability criteria for the Project as described in this Plan, or in HUD Occupancy Handbook 4350.3 REV-3, as amended.
- F. The applicant family was clearly advised of a requirement to notify HAGC of continued interest but has failed to do so.

#### **Article XX. Occupancy Standards/ Unit Assignments**

The intent of this Article is to maximize the use of assisted units and to reduce vacancy loss. Once applicants have been determined eligible, the AHO Department shall make offers to eligible applicants generally in the order the files were determined eligible. The date and time of application function as a tiebreaker for all files determined eligible on the same date.

No more than two (2) persons, which shall include a live-in aide, shall be assigned to a one-bedroom unit at Colonial Park Apartments. The need for a live-in aide must first be approved as a reasonable accommodation, and thereafter, the individual selected by the tenant to serve as a live-in aide must be approved by HAGC in accordance with HAGC's Live-In Aide Policy. Live-in aides must vacate a unit within thirty (30) days after termination of occupancy of the lease as a written condition in the applicant's lease prior to occupancy by the approved live-in aide.

Assignment to units shall be in accordance with income targeting requirements.

## **Article XXI. Preferences**

- A. Category 1: One Hundred, Seventy-Nine (179) Non-Handicapped One-Bedroom Units.
1. In accordance with the income targeting requirements as described above, applicant families whose head or spouse is elderly (age sixty-two (62) or older) and who qualify for the local preference will be selected first.
  2. In accordance with the income targeting requirements as described above, applicant families whose head or spouse is elderly (age sixty-two (62) or older) and who do not qualify for the local preference will be selected second.
- B. Category 2: Twenty (20) Handicapped (barrier-free) One-Bedroom Units. These twenty (20) units shall be assigned to elderly disabled families that need the features of the units.
1. Current tenant families who are occupying a non-handicapped unit, and have been approved for a barrier-free unit as a reasonable accommodation, will be selected first.
  2. In accordance with the income targeting requirements as described above, applicant families whose head or spouse is elderly (age sixty-two (62) or older) and have been approved for a barrier free unit as a reasonable accommodation, and who qualify for the local preference as described above, will be selected second.
  3. In accordance with the income targeting requirements as described above, applicant families whose head or spouse is elderly (age sixty-two (62) or older) and have been approved for a barrier free unit as a reasonable accommodation, and who do not qualify for the local preference as described above, will be selected third.

The AHO Director, or designee, shall maintain an ongoing list of files ready for assignment to vacated units and shall complete all processing for final preparation for leasing in sequential order in accordance with the above preferences and shall perform applicable credit and criminal background checks as required, and shall obtain all applicable tenant certifications. Applicants who do not meet HAGC's tenant suitability criteria for applicable credit/criminal, shall be denied admission at the discretion of the AHO Director, or designee.

The AHO Director, or designee, shall make all offers to tenants for specific assignments to units in writing and shall maintain a written record of all accepted/rejected offers made.

The AHO Director, or designee, shall prepare all lease documents, review such documents with new tenants, arrange for leasing the unit, coordinate leasing with the Building Superintendent and orient tenant to applicable procedures.

If the applicant is ineligible for admission into Colonial Park Apartments, the AHO Director, or designee, will notify the applicant in writing of the ineligibility for the Project and state the reasons therefor. The applicant will also be advised in the notification of the right to request an informal hearing in accordance with the HAGC's Grievance Policy. If the applicant is denied admission into Colonial Park Apartments due to negative credit, then the AHO Director, or designee, shall also notify said applicant of the opportunity to contact the consumer reporting agency who furnished the

information.

When a waiting list applicant is notified of an available unit, the applicant will be given two (2) opportunities to accept an offer. After the second offer, the applicant will be moved to the bottom of the waiting list.

## **Article XXII. Transfers**

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

HAGC will pay for tenant's move based on a reasonable accommodation transfer due to a disability unless doing so would constitute an undue financial and administrative burden.

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

- A. Emergency Transfers are mandatory when HAGC determines that conditions pose an immediate threat to tenant life, health or safety. Emergency transfers may be made to permit repair of unit defects hazardous to life, health, or safety, or to alleviate verified disability problems of a life-threatening nature.
- B. Administrative transfers, which shall take priority over new admissions, include mandatory transfers to:
  - 1. Alleviate verified disability problems of a serious (but not life-threatening) nature;
  - 2. Permit modernization of units;
  - 3. Perform work (e.g., repair, modernization, or lead hazard reduction work); or
  - 4. Permit a family that requires a unit with accessible features to occupy such a unit.

A request for transfer shall be made to the manager with necessary documentation to substantiate the need for such transfer. Transfers may also be initiated by HAGC (e.g. moving a tenant with mobility problems to a unit with accessible features or temporarily moving a tenant to a unit free of lead-based paint hazards).

Tenants will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

Good Record Requirement for Transfers. In general, and in all cases of tenant-requested transfers, tenants will be considered for transfers only if the head of household and any other family members for the past two (2) years:

- A. Have not engaged in criminal activity that threatens the health and safety of tenants and HAGC

staff;

- B. Do not owe back rent or other charges, or evidence a pattern of late payment; and
- C. Meet reasonable housekeeping standards and have no housekeeping lease violations.

**Article XXIII. Reexaminations of Tenant's Income/Family Composition**

All annual and interim reexaminations will be performed in accordance with federal laws and regulations, which includes but is not limited to, the computations of annual income, monthly adjusted income, and tenant rent. The reexamination, along with other provisions in this section, will be performed by the Tenant Interviewer/Investigator.

At least annually, each tenant family's income and family composition will be reexamined. This will constitute the annual reexamination. The AHO Director, or designee, shall conduct all reexaminations commencing approximately one hundred (100) days prior to the anniversary date of the tenant's lease. The reexamination shall be conducted as required by the rules and regulations promulgated by HUD and NJHMFA, as amended. Tenants are obligated to timely supply all documents requested by HAGC or HUD for use in a regularly scheduled reexamination of family income and composition. Tenants must also supply all required consent forms. All factors impacting tenant rent are subject to verification. For a family with net assets equal to or less than Five Thousand Dollars (\$5,000.00) HAGC will accept for the purposes of recertification of income a family declaration that the family has net assets equal to or less than Five Thousand Dollars (5,000.00), without taking additional steps to verify the accuracy of the declaration. The family declaration shall be maintained in the tenant file.

An interim reexamination must be performed for participant families when the tenant reports any of the following circumstances:

- A. There is a change in family composition; or
- B. The family's anticipated annual income has decreased.

All interim reexaminations will be performed within a reasonable time, approximately thirty (30) calendar days after the family's request. The effective date of the change in the tenant's rent resulting from an interim reexamination will be the first of the month succeeding the completed interim reexamination if the tenant rent decreases. If the tenant rent increases, the effective date of the interim reexamination will be the first of the month after which the family has received thirty (30) calendar days' notice of such increase.

All tenants are required to report all changes of family composition and all changes in income to HAGC in writing within fourteen (14) calendar days after such changes occur, even if such changes would not result in an interim reexamination. HAGC will apply screening criteria to any new family member proposed to move into the unit.

Verification procedures are the same for interim reexaminations and annual reexaminations, except that only the changes need to be verified for the interim reexaminations. Also, only the lease addendum and any paperwork related to the information that changed must be signed by the tenant.

The AHO Director, or designee, shall prepare a monthly rent roll with changes from the annual and interim reexaminations on the last business day of each month and file same with the Finance Director as described in Article IX above.

The AHO Director, or designee, shall engage in other activities and prepare other reports from time to time, including but not limited to, racial characteristics reports, program utilization reports (monthly), utility analysis reports, tenant lists, waiting lists and other activities as assigned.

#### **Article XXIV.        Rents**

A. Total Tenant Payment (TTP). As calculated by the Tenant Interviewer/Investigator in accordance with HUD regulations, all families must pay towards their monthly rent and utilities the greater of:

1. Thirty percent (30%) of adjusted monthly income, as determined in accordance with regulations established by HUD;
2. Ten percent (10%) of gross monthly income, as determined in accordance with regulations established by HUD; or
3. Minimum rent which is Twenty-Five Dollars (\$25.00) (included tenant rent plus utility allowance).

B. Hardship Exemption.

1. HAGC will grant a hardship exemption from payment of the minimum rent if the family is unable to pay such rent as a result of financial hardship. Financial hardships shall be verified by the Tenant Interviewer/Investigator and include the following:
  - (a) The family has lost eligibility for or is awaiting an eligibility determination for a federal state, or local assistance program;
  - (b) The family would be evicted as a result of the imposition of the minimum rent requirement;
  - (c) The family's income has decreased as a result of changed circumstances, including loss of employment;
  - (d) A death in the family has occurred; or
  - (e) Other circumstances as determined on a case-by-case basis.
2. If the minimum rent requirement is imposed on the family and the family requests a hardship exemption, HAGC will suspend the minimum rent requirement beginning the first month following the family's request.
3. HAGC will determine through verification procedures that the family has a financial hardship that meets one of the above criteria and whether it is of a temporary or long-term nature.

- (a) If the verified financial hardship is considered “temporary”, HAGC will not impose the minimum rent for a period of ninety (90) days from the date of the family’s request. At the end of the ninety (90) day period, the minimum rent will be retroactively imposed to the time of suspension. HAGC will offer the family a repayment agreement for the amount of back rent owed.
- (b) If the verified financial hardship is considered “long term”, HAGC will not impose the minimum rent requirement for the duration of the financial hardship.
- 4. If HAGC determines that there is not a financial hardship in accordance with the above criteria, HAGC will reinstate the minimum rent including the back payment from the time the suspension began. HAGC will offer the family a repayment agreement for the amount of back rent owed.
- 5. The family may appeal a determination regarding a financial hardship exemption in accordance with HAGC’s Grievance Policy.

**Article XXV.            Lease Compliance**

Tenancies shall be governed by the terms of a lease including all house rules, HAGC’s Pet Policy, and HAGC’s Smoke-Free Policy. HAGC’s right to remove or terminate assistance is established in the lease. A tenant must notify HAGC when overnight guests will be staying in the unit for more than seven (7) days. A guest can remain in the unit no longer than fourteen (14) days in a twelve (12) month period. A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last twenty (20) consecutive days).

The form of lease shall meet with the approval of HUD, as revised from time to time. The form of lease shall not be unnecessarily punitive and shall be consistent with federal and state law.

**Article XXVI.            VAWA**

HAGC shall comply with the requirements of the Violence Against Women’s Act (VAWA) in accordance with HAGC’s Violence Against Women Reauthorization Act Policy.

**Article XXVII.            Security Deposits**

HAGGC will collect, deposit and disburse security deposits in accordance with the terms of the lease and the governing provisions of all applicable laws of the State of New Jersey with respect to residential dwelling units and will provide the requisite notices to tenants regarding the same. The amount of each security deposit will be equal to one month’s Total Tenant Payment on the unit being leased. Security deposits will be deposited in individual accounts, within a master interest-bearing account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an agency of the United States Government. Interest earned will be credited to each tenant’s deposit in accordance with the laws of the State of New Jersey. Refunds of security deposits will be made in accordance with the laws of the State of New Jersey.

## Article XXVIII. Fair Housing, Equal Opportunity

### Section 28.01 Non-Discrimination

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

- Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spell out forms of prohibited discrimination;
- Executive Order 11063;
- Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
- The Age Discrimination Act of 1975, which establishes certain rights of the elderly;
- Title II of the Americans with Disabilities Act of 1990 (ADA) which requires that HAGC provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces;
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012 and further clarified in Notice PIH 2014-20 and EO 13988;
- The Violence against Women Reauthorization Act (VAWA); and
- Any applicable state laws or local ordinances, and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

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

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

HAGC will correct situations or procedures that create a barrier to equal housing opportunity for all to permit people with disabilities to take full advantage of the Program and non-housing programs, in

accordance with Section 504, and the Fair Housing Amendments Act of 1988 (see Section 17.03 of this Plan).

### **Section 28.02 Assistance for Applicant/Tenant Claiming Unlawful Discrimination**

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

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

Applicants/tenants who believe they have experienced discrimination may file a complaint by contacting HUD's Office of Fair Housing and Equal Opportunity (FHEO) at (800) 669-9777 (voice) or (800) 877-8339 (TTY). Housing discrimination complaints may also be filed by going to, or by completing FHEO's HUD-903.1 Form and submitting the completed form by email to [ComplaintsOfficer02@hud.gov](mailto:ComplaintsOfficer02@hud.gov) or regular mail to New York Regional Office of FHEO, U.S. Department of Housing and Urban Development, 26 Federal Plaza, New York, NY 10278.

### **Section 28.03 Reasonable Accommodations Policy**

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

#### **A. Definitions**

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

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal;

special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

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

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

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

#### B. Requesting a Reasonable Accommodation

An individual with a disability may request a reasonable accommodation from HAGC at any time. The individual, or another person identified by the individual, should request a reasonable accommodation(s) by submitting a completed HAGC Reasonable Accommodation Request Form to HAGC’s Reasonable Accommodation Coordinator. The individual must explain what type of accommodation is required to provide the individual with a disability full access to the Program and HAGC’s services. Reasonable accommodation methods or actions that may be appropriate for a particular individual may be found to be inappropriate for another individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the needs of the individual as well as the applicable law (see Subsection D below).

#### C. Verification of Reasonable Accommodation Request

Before providing an accommodation, HAGC must determine that the individual meets the definition of an individual with a *disability*, and that the individual needs the specific accommodation due to their disability and the accommodation is required for the individual to have equal access to the Program and HAGC services. HAGC will request third-party verification to support the need for a reasonable accommodation. Third-party verification must be obtained from a Licensed Health Care Professional. A Licensed Health Care Professional is a licensed physician, optometrist, psychiatrist, psychologist, physician’s assistant, nurse practitioner, or nurse. HAGC must request only information that is necessary to evaluate the disability-related need for the accommodation. HAGC will not inquire about the nature or extent of any disability. In the event that HAGC does receive confidential information about an individual’s specific diagnosis, treatment, or the nature or severity of the disability, HAGC will properly dispose of or redact such personal health information. In addition, HAGC may request that the individual, or the individual’s Licensed Health Care Professional, provide

suggested reasonable accommodations. If an individual's disability is obvious, or otherwise known to HAGC, and if the need for the requested accommodation is also readily apparent or known, no further verification of the disability will be required.

**D. Denial of Request for Reasonable Accommodation**

HAGC can deny a request for a reasonable accommodation if the request was not made by or on behalf of an individual with a disability or if there is no disability-related need for the accommodation. Further, a requested accommodation can be denied if one of the following would occur as a result: a violation of state and/or federal law; a fundamental alteration in the nature of the Program; an undue financial and administrative burden on HAGC. All denials will be reduced in writing and will identify the reason for the denial. In the event the requested accommodation is denied, HAGC will consider whether there is an alternative accommodation that would effectively address the individual's disability-related need without violating a state and/or federal law, a fundamental alteration of the Program and without imposing an undue burden. Federal disability discrimination laws do not cover individuals whose tenancy would pose a direct threat to the health or safety of others or whose tenancy would result in substantial physical damage to the property of others.

**Section 28.04 Access to Services for Persons with Limited English Proficiency**

HAGC will take affirmative steps to communicate with people who need services or information in languages other than English. These persons are referred to as persons with Limited English Proficiency (LEP). An LEP person is defined as a person who does not speak English as their primary language and who have limited ability to read, write or understand English. HAGC's goal is to ensure meaningful access by the LEP person to critical services while not imposing undue burdens on HAGC. In order to determine the level of access needed by LEP persons, HAGC will act in accordance with HAGC's Language Assistance Plan and balance the following four (4) factors. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on HAGC.

- A. The number or proportion of LEP persons eligible to be served or likely to be encountered by the Program;
- B. The frequency with which LEP persons come into contact with the Program;
- C. The nature and importance of the activity or service provided by the Program to people's lives; and
- D. The resources available to HAGC and costs.

**Section 28.05 Employment**

All hiring of staff will be conducted consistent with HAGC's Personnel Policy and Employee Handbook, as amended, and shall be consistent with Fair Housing Equal Opportunity Plan hiring practices. Principal hiring tasks will be conducted by the Human Resources Director with selection of employees by the Departmental Manager/Supervisor, and final approval/disapproval by the Executive Director.

**Article XXIV.        Project Marketing**

Marketing of units shall be undertaken from time to time consistent with the Affirmative Fair Housing Marketing Plan, as approved by HUD.

When needed, advertisement of availability of units will be in the South Jersey Times, on HAGC's website and, as applicable, other newspapers of general circulation in Gloucester County. Circulars or copies of the pro forma ad will be circulated to a wide variety of advocates for assisted housing in Gloucester County.

Advertising and marketing shall display the Fair Housing logo and shall be conducted without regard to race, religion, color, sex, national origin, familial status, or disability.

**Article XXX. Tenant Relations**

Tenant grievances will be handled in accordance with HAGC's Grievance Policy. Management will be receptive to each tenant's complaint and to take affirmative steps to help the tenant recognize the fact that management is aware of tenant's problem or concern and the interests of the tenant.

Tenant requests for services will be accepted courteously and in a friendly manner. All reasonable requests will be recorded and promptly and efficiently addressed by management. Primary responsibility for addressing tenant requests is vested in the Superintendent. The AHO Director and Executive Director, as required, shall oversee all tenant relations.

HAGC encourages the formation of a tenant organization/council. Management staff shall meet with tenant organizations and their duly elected representatives from time to time to deal with matters of concern as expressed by tenants and engage in tenant education and community interaction.

**Article XXXI.        Social Services**

To the extent financially feasible, HAGC will operate a Congregate Services Program offering meals, housekeeping needs and shopping and laundry services to qualified tenants on a fee for services basis, with subsidies as are available to aid in reduced tenant cost. The Congregate Services Coordinator shall be responsible for the Congregate Services Program. The Congregate Services Program, as administered, shall conform to Congregate Program rules promulgated by the New Jersey Department of Community Affairs.

To the extent financially feasible, the Resident Relations Coordinator may offer supplemental activities, such as a monthly newsletter, menu, painting program, shuffleboard league, craft activities, guest speakers, entertainment, and social events. The Resident Relations Coordinator assists the tenants and any tenant organization with the use of the community room and planning various social events.

Tenants are encouraged to utilize the services of Visiting Homemaker, Visiting Nurses, Department of Aging, Senior Citizen Meals Program, Food Stamps, transportation services (shuttle bus) and related services.

**Article XXXII. Administrative Policy**

The Administration of Colonial Park Apartments shall be consistent with the rules and regulations established by HUD. In the absence of specific rules or matters not addressed in this Plan, the policies of HAGC as adopted by the HAGC Board shall prevail. In the event of a conflict between the established policies and current laws or regulations, the current, applicable laws and regulations shall prevail.

## ATTACHMENT I VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

### **Purpose and Applicability:**

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

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

### **I. Goals and Objectives:**

This Policy has the following principal goals and objectives:

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

### **II. Definitions:**

HAGC shall implement all definitions as established in 24 *C.F.R.* §5.2003.

### **III. Admissions and Screening:**

Non-Denial of Assistance. HAGC will not deny admission to an applicant on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual

assault or stalking if the applicant is otherwise qualified for admission. Further, HAGC will not deny admission based on an adverse factor, if the adverse factor is determined to be a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking.

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

#### **IV. Termination of Tenancy or Assistance:**

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

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 HAGC 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, HAGC 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:
  - (a) 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, sexual assault or stalking in question against the tenant or an affiliated individual of the tenant. However, in taking any such action, HAGC shall not apply a more demanding standard to the victim of domestic violence, dating violence, sexual assault or stalking than that applied to other tenants.
  - (b) Nothing contained in this Policy shall be construed to limit HAGC’s ability to evict or terminate from assistance any tenant or lawful applicant if HAGC as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance. In order to demonstrate an actual or imminent threat,

HAGC must have objective evidence of words, gestures, actions or other indicators of such threats. Any eviction or termination of assistance, predicated on this basis should be utilized by HAGC only when there are no other actions that could be taken to reduce

or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents.

- B. Removal of Perpetrator. Further, notwithstanding the above or federal, state or local law to the contrary, HAGC 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 affected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by HAGC. In the event of Lease Bifurcation, remaining family members must meet statutory requirements for housing assistance.

**V. Verification of Domestic Violence, Dating Violence, Sexual Assault or Stalking:**

- A. Requirement for Verification. HAGC shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by HAGC. Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may be accomplished by providing to HAGC one of the following types of documentation:
1. Form HUD-5382;
  2. A document signed by the claimant and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional from whom the claimant has sought assistance relating to domestic violence, dating violence, sexual assault or stalking, or the effects of the abuse. The document must specify, under penalty of perjury (28 U.S.C. 1746), 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 C.F.R. §5.2003;
  3. A record of a federal, state, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident or incidents of domestic violence, dating violence, sexual assault or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others; or
  4. At the discretion of HAGC, a statement or other evidence provided by the applicant or tenant.

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

- B. Time Allowed to Provide Verification/Failure to Provide. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by HAGC to provide verification, must provide such verification within fourteen (14) business days (i.e., fourteen (14) calendar days, excluding Saturdays, Sundays, and federally recognized holidays) after receipt of the request for verification. HAGC 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. HAGC 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 designee, and generally in such cases where HAGC is otherwise aware of the abuse 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. HAGC 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 stalking and the information in one person's documentation conflicts with the information in another person's documentation or submitted documentation contains information that conflicts with existing information already available to HAGC. When evicting or terminating one household member, HAGC shall follow family break up polices and the HAGC's Grievance Policy.

## **VI. Confidentiality:**

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

conduct the exchange of confidential information in person with the victim. All VAWA correspondence shall be secured to maintain confidentiality separate from the tenant file.

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

**VII. Court Orders/Family Break-up:**

A. Court orders. It is HAGC's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by HAGC. 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.

**VIII. Relationships with Service Providers:**

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

## **Housing Authority of Gloucester County**

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

#### **Emergency Transfers**

The Housing Authority of Gloucester County (HAGC) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault or stalking. In accordance with the Violence Against Women Act (VAWA)<sup>1</sup>, HAGC allows tenants who are victims of domestic violence, dating violence, sexual assault or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation<sup>2</sup>. The ability of HAGC to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, and on whether HAGC has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy. This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the federal agency that ensures 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 *C.F.R.* Part 5, Subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this Section.

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

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

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

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

## **Emergency Transfer Request Documentation**

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

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

HAGC shall retain records of all emergency transfer requests and their outcomes for three (3) years or for a period of time as specified in the program regulations.

## **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. Information shall not be entered into shared databases. See the *Notice of Occupancy Rights under the Violence Against Women Act* 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. However, tenants shall be permitted to make an internal emergency transfer under VAWA when a safe unit is immediately available and such transfers shall be given priority as an emergency transfer request. HAGC will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. 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 transfer 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. 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.

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

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

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

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

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

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

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

- **Center for Family Services – Services Empowering the Rights of Victims (SERV)**  
[www.centerffs.org](http://www.centerffs.org)  
serv@centerffs.org  
1-866-295-SERV (7378)  
PO Box 566  
Glassboro, NJ 08028
- **NJ Domestic Violence Hotline**  
[www.nj.gov/dcf/women/domestic](http://www.nj.gov/dcf/women/domestic)  
1-855-INFO-DCF (463-6323)  
PO Box 729  
Trenton, NJ 08625
- **Family Part-Chancery Division Superior Court of NJ**  
1-856-379-2200  
101 S 5th Street, 2nd Floor  
Camden, NJ 08103
- **New Jersey Domestic Violence Hotline**  
1-800-572-SAFE (7233)

**The Housing Authority of Gloucester County**

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

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections are not only available to women but are available equally to all individuals regardless of sex, gender identity, or sexual orientation<sup>3</sup>. The U.S. Department of Housing and Urban Development (HUD) is the federal agency that oversees that The Housing Authority of Gloucester County (HAGC) 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 you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault or stalking. Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights with 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.

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

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<sup>3</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

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 fourteen (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 such professional 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 fourteen (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 limit HAGC's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

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

You can be evicted, and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault or stalking committed against you. However, 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

Form HUD-5382

(12/2016)

**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 or 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 *C.F.R.* §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 fourteen (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 fourteen (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): \_\_\_\_\_



**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

Form HUD-5383  
(12/2016)

**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 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 ninety (90) days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

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

## **LEASE ADDENDUM**

### **VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

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

#### **1. 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).

#### **2. 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.

#### **3. 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.

#### **4. 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
  
4. on the certification form, be completed and submitted within fourteen (14) business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

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Tenant

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Date

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Landlord

---

Date

ATTACHMENT II PET POLICY



**PET POLICY**

**REVISED:**

**September 2000**

**August 2004**

**January 2016**

**June 2018**

**September 2019**

**September 2020**

**September 22, 2021, via Resolution #21-98**

**September 25, 2023, via Resolution #23-97**

## **I. PREAMBLE**

The Housing Authority of Gloucester County (HAGC) adopts this Pet Policy (“Policy”) to provide rules and conditions under which a pet may be kept in properties owned or managed by HAGC. The primary purpose of this Policy is to establish reasonable requirements for keeping common household pets in order to provide a decent, safe and sanitary environment for existing and prospective tenants, HAGC employees, and the public, and to preserve the physical condition of HAGC’s property.

This Policy is established in accordance with the following federal regulations:

24 *C.F.R.* 960, Subpart G  
24 *C.F.R.* Part 5, Subpart C

Violation of this Policy may be grounds for removal of the pet or termination of the pet owner’s tenancy (or both), in accordance with the provisions of this Policy, the Lease, applicable regulations and state and local law.

## **II. DEFINITION OF PET**

A. For the purposes of this Policy, pets are defined as:

1. Domesticated dogs not exceeding twenty-five (25) pounds in weight and meeting other requirements of this Policy.
2. Domesticated cats not exceeding twenty-five (25) pounds in weight and meeting other requirements of this Policy.
3. Fish in approved tank not exceeding twenty (20) gallons of water.
4. Domesticated, caged, small birds in an approved cage.

B. No other living creature shall be considered a pet for the purposes of this Policy. HAGC may, in its sole discretion, approve domesticated dogs or cats over the above weight limits who otherwise meet the requirements of this Policy.

C. Animals that are necessary as a reasonable accommodation to assist, support or provide service to persons with disabilities are not defined as pets. HAGC will not apply or enforce this Policy, established under the above referenced federal regulations, against such animals. This exclusion applies to such animals that reside in, or visit, public housing, as defined in Section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a), or projects for the elderly or persons with disabilities. Tenants with assistance animals shall comply with HAGC’s Assistance Animal Policy.

### **III. DEFINITION OF “ELDERLY OR DISABLED FAMILY” AND “PROJECT FOR THE ELDERLY OR PERSONS WITH DISABILITIES”**

For purposes of implementing this Policy, HAGC shall apply the definitions of “elderly or disabled family” and “Project for the Elderly or persons with disabilities” as contained within 24 *C.F.R.* 5.306, Definitions.

### **IV. PET PERMIT APPLICATION**

- A. Tenants who wish to apply for a Pet Permit (“Permit”) must file an application for a Permit with HAGC. Applications will be processed on a first-come, first-served basis.
- B. Tenants who have a history of poor housekeeping and/or damaging HAGC owned/managed property will be denied a Permit for a period of one year from the date of the application. Reconsideration for a Permit will be given if the tenant has no housekeeping or damage violations for twelve (12) consecutive months.
- C. Tenants who have been found to violate their lease by having a pet on HAGC owned or managed properties without a valid Permit shall be denied a Permit for a period of one year from the date of the violation.

### **V. CONDITIONS FOR ISSUANCE OF A PERMIT**

- A. For dogs and cats only:
  - 1. With the exception of the elderly and disabled as defined in 24 *C.F.R.* 5.306, the applicant must file a Certificate of Insurance with HAGC certifying that the applicant has renter's insurance with liability and property damage coverage. Insurance must remain in effect for the life of the Permit. Tenants may request a waiver of this requirement in writing to the Executive Director.
  - 2. The applicant must provide proof, each year, of municipal registration of the pet in accordance with state and local law.
  - 3. Annually, the applicant must provide proof from a licensed veterinarian or a state or local authority empowered to inoculate animals that the pet is in good health and has been inoculated for distemper and rabies. The applicant must provide information sufficient to identify the pet and demonstrate it is a common household pet. HAGC shall also accept a Certification of Exemption From Vaccination form from a veterinarian who certifies in writing that the pet is incapable of being inoculated because of infirmity, other physical condition, or regimen of therapy as provided by the regulations of the New Jersey Department of Health.
  - 4. Prior to issuance of a Permit, applicant agrees to post a pet security deposit of \$300.00 for each dog or cat. For the elderly and disabled, the fee shall be \$100.00. Any balance of the pet security deposit will be refunded to the tenant after the tenant moves or no

- longer owns the pet. Total pet security deposit may be paid over time. Initial amount of \$50.00 is due when pet is brought into unit. Subsequent monthly payments of \$10.00 per month must be made until the total requirement has been satisfied.
5. The pet deposit may be used to pay reasonable expenses directly related to the presence of the pet on the property. Such expenses would include, but not be limited to, the cost of repairs and replacement to unit, fumigation of the unit, and the cost of animal care facilities.
  6. Tenants will be charged a separate waste removal penalty fee, of \$5.00 per occurrence, for failure to comply with pet rule on waste removal. See Article V of this Policy.
  7. For single-family dwelling units (Project 204-1 only), the tenant shall pay a non-refundable monthly fee of \$5.00 to cover the costs relating to the presence of pets (This fee is not applicable to Colonial Park, Carino Park, Deptford Park, Shepherd's Farm or Nancy J. Elkins Seniors Housing because they are projects designated for elderly/disabled residents).

B. For all pets, as defined in this Policy:

1. The applicant must execute a Pet Lease Addendum providing that the applicant assumes all personal financial responsibility for damage to any personal or real property of any third party, or HAGC, caused by the pet and the applicant assumes personal responsibility for personal injury to any party caused by the pet.
2. The applicant must execute a Pet Lease Addendum providing that the applicant acknowledges and agrees to the requirements of this Policy and that the Pet Permit can be revoked for failure to adhere to and abide by this Policy.
3. The applicant must execute a Pet Lease Addendum providing that the applicant has read and understands this Policy and agrees that this Policy shall become part of the lease and the Pet Lease Addendum.
4. As part of the application process for a Permit, the applicant must file a Pet Emergency Care Plan in case the applicant is unable to care for the pet in an emergency. This Plan must empower HAGC, or any of its affiliates, as applicable, to transfer the responsibility of the pet to an approved person that does not reside on HAGC owned or managed properties.
5. Prior to the issuance of a Permit, the applicant and HAGC shall execute HAGC's Pet Lease Addendum, a copy of which is attached to this Policy.

## **VI. PET MANAGEMENT**

- A. Only one Permit will be issued per dwelling unit.

- B. An individual Permit may only be issued for one dog, one cat, one twenty (20) gallon fishtank, or one bird cage.
- C. Except for single-family dwelling units, pets must be confined to the dwelling unit unless on a leash or appropriately and effectively restrained.
- D. Pets shall not wander at any time without a propriate and effective restraints in common areas of thebuilding or on the grounds.
- E. In the event that the tenant leaves the building or property in an emergency, the pet is to be provided for in accordance with the “Pet Emergency Care Plan” within twenty-four (24) hours of departure of said tenant.
- F. Tenant shall be responsible to maintain the dwelling unit free of flea and/or tick infestation. All cost associated with the treatment of flea and/or tick infestation shall be the responsibility of the tenant.
- G. Tenant acknowledges responsibility for the cleanliness of pets and removal of pet waste from the building daily by:
  - 1. Placing cat litter waste into bag and into trash chute or outside trash can.
  - 2. Placing dog on leash and taking dog to established “Pet Relief Area” as designated in the high-rise buildings only. Tenants are responsible for removing and properly disposing of all removable pet waste from the Pet Relief Area.

*Note: Tenants are not to store pet waste in their apartment/house or flush pet waste with “kitty litter” down the toilet, sinks, or bathtubs.*

  - 3. Pet owners must own a vacuum cleaner and clean up pet residue (odor, hair, seeds, feathers, water) daily. Dwelling units must be kept clean and free of odors at all times.
  - 4. Tenant agrees to keep property free of dog/cat waste.
- H. Pet owners must prevent pets from damaging property (within dwelling unit, common areas, grounds or personal property of others), and assume all liability regardless of fault in cases where said pet contributes to or causes property damage or personal damage in accordance with state and local law.
- I. Tenant agrees to manage pet in such a way that it does not contribute to complaints from other tenants or neighbors regarding behavior and/or activities of said pet.
- J. Tenant agrees to provide adequate care, nutrition, exercise and medical attention for their pets.
- K. Tenant agrees that no pet shall be tied up, chained, or otherwise tethered anywhere on

HAGC property and left unattended for any amount of time,

- L. Bird cages are not permitted to be attached to ceilings.

## **VII. PET CONTROL**

- A. Tenant must keep the pet appropriately and effectively restrained and under the control of a responsible adult while in public and on common areas of HAGC owned or managed properties. For single-family dwelling units (Project 204-1 only), pets shall not be left unattended outside of the dwelling unit unless in a fenced enclosure approved by HAGC.
- B. Tenant must not permit pet to defecate or urinate in a dwelling unit, on common areas, or on the undesignated grounds.

## **VIII. INSPECTION OF DWELLING UNIT**

- A. Tenant agrees, as a condition of accepting a Permit, that tenant's dwelling unit will be available for inspection of compliance with this Policy at any time during working hours on thirty (30) minute notice.
- B. Damages caused by the pet, as determined by inspection, shall be repaired/replaced by management at the time the damages are discovered. Tenant will be billed for full repair/replacement and labor cost at time of repair.

## **IX. PETITION OF REMOVAL**

The Executive Director, or designee, may require pet owners to remove their pets upon the petition of two (2) or more neighboring tenants who allege a complaint against the pet owner for non-compliance with this Policy. The tenant will be afforded an informal settlement conference on said infraction in accordance with HAGC's Grievance Policy.

## **X. REVOCATION OF PERMIT**

- A. Revocation of a Permit may occur upon the occasion of the following conditions:
  - 1. Upon death of pet;
  - 2. Upon permanent removal of pet from the dwelling unit; or
  - 3. For non-payment of the monthly security deposit installment in accordance with Conditions for Issuance of a Permit.
- B. Upon determination by management of HAGC, that the following conditions may be considered cause for revocation:
  - 1. Pet has caused damage to any dwelling unit, common areas, personal property or

- persons.
2. Pet has bitten, scratched or caused injury to any person.
  3. Pet makes animal sounds that are generally annoying to tenants, neighbors or HAGC management, for example, barking dog or loud meowing cat.
  4. Pet defecates or urinates in a dwelling unit, on common areas, or on the undesignated grounds.
  6. Pet is found out of control of tenant: a) dog off leash; b) cat running loose; c) bird not caged.
  7. Upon expiration of municipal animal license, unless renewed.
  8. Upon expiration of inoculation unless current inoculation status is recertified.
  9. Upon determination by HAGC that the pet is a danger and hazard to the health and safety of tenants, management, employees and/or guests of HAGC.
  10. Upon determination by HAGC that the pet is not being cared for adequately by tenant, including but not limited to tenant's failure to feed, groom or exercise the pet such that the pet's wellbeing is harmed.

Written notice of a permit revocation will be served on the tenant in writing ten (10) days before the effective date. The Notice shall include a brief factual statement of the violation. The tenant will be afforded an informal settlement conference on said infraction in accordance with HAGC's Grievance Policy.

#### **XI. DEATH OF PET**

The tenant shall be responsible for arranging for burial or other disposal of deceased pets off HAGC owned or managed properties. Tenant shall notify HAGC of any pet death within ten (10) calendar days.

#### **XII. PET TEMPORARILY ON HAGC OWNED OR MANAGED PROPERTIES**

Pets which are not owned by a tenant will not be allowed on HAGC owned or managed properties. Tenants are prohibited from feeding or harboring stray animals.

#### **XIII. ABSENCE OF TENANT**

The tenant shall supply the name, address and phone number of two responsible parties who will care for the pet if the tenant dies, is incapacitated or is otherwise unable to care for the pet. If the responsible party is unwilling or unable to care for the pet or if HAGC, after reasonable efforts, cannot contact the responsible party, then HAGC may contact the appropriate state or local agency

and request the removal of the pet. Any cost to remove the pet will be a charge to the tenant.

#### **XIV. EMERGENCIES**

HAGC will take all necessary steps to ensure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate state or local agency authorized to remove such pets. Any cost to remove such pets will be a charge to the tenant.

**PET PERMIT APPLICATION**

Project Name \_\_\_\_\_ Date \_\_\_\_\_

Tenant Name \_\_\_\_\_ Apt # \_\_\_\_\_

Type of permit requested: Bird \_\_\_\_\_ Fish \_\_\_\_\_ Cat \_\_\_\_\_ Dog \_\_\_\_\_

Weight of the Cat/Dog \_\_\_\_\_

Breed of the Pet \_\_\_\_\_

Size of Fish Tank \_\_\_\_\_

IF CAT: Declawed \_\_\_\_\_ Not Declawed \_\_\_\_\_

Date pet is expected to be brought to the apartment: \_\_\_\_\_

Applicant shall attach a photograph of the pet to this application.

Pet Security Deposit is required as follows. Payment must be made in accordance with HAGC's Pet Policy.

204-1 Family Dwelling Units = \$300.00

Elderly/Disabled = \$100.00

Applicant agrees to comply with the terms of HAGC's Pet Policy. Upon approval by HAGC of a Pet Permit Application, Tenant shall execute HAGC's Pet Lease Addendum. A pet shall not be permitted in Tenant's apartment until HAGC approval of a Pet Permit Application and full execution of the Pet Lease Addendum by tenant and HAGC.

Tenant Signature: \_\_\_\_\_

**DO NOT WRITE BELOW THIS LINE**

\_\_\_\_\_  
Date application received: \_\_\_\_\_ By: \_\_\_\_\_

Policy explained to tenant by: \_\_\_\_\_

Amount of Pet Security Deposit: \_\_\_\_\_

Apartment inspected for housekeeping Yes \_\_\_\_\_ No \_\_\_\_\_

Approved by: \_\_\_\_\_

Rejected by: \_\_\_\_\_

Reason for rejection: \_\_\_\_\_

Date Permit issued: \_\_\_\_\_ Permit# \_\_\_\_\_

**PET LEASE ADDENDUM**

TENANT: \_\_\_\_\_ PET PERMIT # \_\_\_\_\_

PROJECT \_\_\_\_\_ UNIT # \_\_\_\_\_

DESCRIPTION OF PET: \_\_\_\_\_

1. \_\_\_\_\_ Parties. The parties of this Pet Lease Addendum (Lease Addendum) are the Housing Authority of Gloucester County, referred to as the landlord, and the above referenced tenant.
2. \_\_\_\_\_ Length of Time (Term). The term of this Lease Addendum shall begin on \_\_\_\_\_ and end upon the termination of the lease, unless terminated earlier in accordance with HAGC's Pet Policy.
3. \_\_\_\_\_ Waste Removal Charge. Tenant shall pay \$5.00 each occurrence as a separate pet waste removal penalty for failure to properly dispose of pet waste.
4. \_\_\_\_\_ Pet Security Deposit. Tenant shall deposit with landlord the total sum of \$ \_\_\_\_\_ as a pet security deposit (Pet Security Deposit). The tenant may deposit \$10.00 per month with landlord, due on the 1st of each month after the execution hereof, until the Pet Security Deposit amount is equal to \$100.00 or \$300.00 (scattered sites only). The landlord shall hold the Pet Security Deposit for the period tenant occupies the unit. Upon termination of tenant's occupancy, the landlord will determine whether the tenant is eligible for a refund of any or all of the Pet Security Deposit and make such refund within thirty (30) days of such termination. The Pet Security Deposit shall be held by landlord at Fulton Bank of New Jersey, in Account # \_\_\_\_\_, which shall be an interest bearing account.
5. \_\_\_\_\_ Tenant shall obtain renter's insurance with liability and property damage coverage prior to issuance of the Pet Permit and to keep such insurance current so long as the pet resides in the unit. **(Not applicable to "elderly or disabled family" and/or "Project for the Elderly or persons with disabilities.")**
6. \_\_\_\_\_ Tenant shall file a copy of any municipal pet registration or license with the landlord and to keep same current.
7. \_\_\_\_\_ Tenant shall keep the pet properly inoculated for rabies and distemper and to provide landlord proof that such inoculations or vaccinations are current. Landlord shall also accept a Certification of Exemption from Vaccination Form from a veterinarian who certifies in writing that the pet is incapable of being inoculated because of infirmity, other physical condition, or regimen of therapy in accordance with New Jersey Department of Health regulations.
8. \_\_\_\_\_ Tenant shall assume all personal financial responsibility for damages to any third party, or landlord, personal or real property caused by the pet, and assumes personal responsibility for personal injury to any party caused by the pet, in accordance with state and local law.
9. \_\_\_\_\_ Tenant shall be obligated to pay and be liable to the landlord for the payment of all

reasonable lawyer fees and court costs in the event it becomes necessary for the landlord to retain or hire a lawyer to represent the landlord for the purpose of advising, preparing for, and initiating an action for eviction of the tenant for breach of this Lease Addendum, or collection of pet damages, and such fees and costs shall be considered additional rent due and owing upon presentation of a bill for same to the tenant, if the landlord prevails in the action.

10. \_\_\_\_\_ Tenant has read and understands HAGC's Pet Policy. Tenant acknowledges and agrees to the requirements of HAGC's Pet Policy that HAGC's Pet Policy is part of the lease and this Lease Addendum. Tenant acknowledges and agrees that the Pet Permit can be revoked for failure to adhere to and abide by HAGC's Pet Policy.

11. \_\_\_\_\_ Tenant agrees to any reasonable changes to HAGC's Pet Policy that may occur in the future.

12. \_\_\_\_\_ Tenant agrees to terms and conditions of this Lease Addendum as an amendment to the lease.

13. \_\_\_\_\_ Tenant shall file a Pet Emergency Care Plan with landlord and shall hold the landlord and its employees, consultants and contractors harmless of any liability in connection with such Plan.

14. \_\_\_\_\_ Tenant shall pay for any and all pet care facility, or similar, costs for the care of the pet if necessary.

15. \_\_\_\_\_ Tenant shall make the apartment available for inspection, during normal working hours, upon thirty (30) minute notice.

16. \_\_\_\_\_ Tenant agrees to have pet use the designated pet relief area, if pet is a dog or cat, or cats may use an approved kitty litter container in the apartment. Tenant shall pay \$5.00 per occurrence for the cost of any clean up as the result of "accidents" by a pet or for the failure of the tenant to clean up and properly dispose of any removable waste from the designated pet relief area.

17. \_\_\_\_\_ Tenant shall dispose of pet waste and kitty litter by placing it in bags and putting bags in the trash chute or exterior trash bin daily.

18. \_\_\_\_\_ For single-family dwelling units, tenant shall pay a non-refundable monthly fee of \$5.00 to cover the costs relating to the presence of pets. This fee is not applicable to Colonial Park, Carino Park, Deptford Park, or Nancy J. Elkins Seniors Housing because said projects are designated for elderly/disabled residents.

As a condition of the Pet Permit issued on \_\_\_\_\_, I, \_\_\_\_\_, understand and agree to the terms and conditions of this Lease Addendum.

\_\_\_\_\_  
HAGC Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

**PET EMERGENCY CARE PLAN**

Project Name \_\_\_\_\_ Date \_\_\_\_\_

Tenant Name \_\_\_\_\_ Apt # \_\_\_\_\_

Type of Animal: Bird \_\_\_\_\_ Fish \_\_\_\_\_ Cat \_\_\_\_\_ Dog \_\_\_\_\_

IF CAT: Declawed: \_\_\_\_\_ Not Declawed: \_\_\_\_\_

Weight of the Cat/Dog \_\_\_\_\_

Breed of the Pet \_\_\_\_\_

Size of Fish Tank \_\_\_\_\_

RESPONSIBLE PERSON 1

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Relationship: \_\_\_\_\_

RESPONSIBLE PERSON 2

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Relationship: \_\_\_\_\_

I \_\_\_\_\_ certify that the above-named individuals will care for my pet in the event I die, become incapacitated, or otherwise become unable to care for my pet. I agree that if the above-named individuals are unable to care for my pet, or if after reasonable efforts HAGC cannot contact the above-named individuals, HAGC may contact the appropriate state or local agency and request the removal of my pet. Any cost to remove my pet will be a charge to me.

Tenant Signature: \_\_\_\_\_